SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER	PAGE 1 OF 88
M0031218RCLF001	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
M0031818C0002P00003	16-May-2018		M0031817R0003	25-Sep-2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	EILEEN KEATING CARNAGGIO	808-257-1158	02:00 PM 20 Nov 2017

9. ISSUED BY CODE M00318

MCBH
COMMANDING OFFICER (CODE RCO) BOX 63063, BLDG
KANEOHE BAY HI 96863-3063

TEL: 808-257-3531
FAX:

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- NAICS: 722310
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [X] 8(A)
- SIZE STANDARD: $38,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS
Net 30 Days

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE M00318

MCBH ANDERSON HALL
CWO LISA M. FIGUEROA
MCBH ANDERSON HALL BLDG 1089
KANEOHE BAY HI 96863

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE 33NC3 FACILITY CODE 33NC3

SEVERSON GROUP, LLC, THE
ROBERT SEVERSON
2218 FARADAY AVE STE 120
CARLSBAD CA 92008-7234

TELEPHONE NO. 760-550-9976

18a. PAYMENT WILL BE MADE BY CODE M67443

DFAS-COLUMBUS CENTER
MARINE CORPS REIMBURSABLE (JAAB)
1240 EAST 9TH STREET
CLEVELAND OH 44199

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$3,703,698.48

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

REF: M00318-17-R-0003 Rev.1 2/23/18

- [ ] 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

(b) (6)

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*	31c. DATE SIGNED
		EILEEN KEATING CARNAGGIO / CONTRACTING OFFICER TEL: 808-257-1158 EMAIL: eileen.carnaggio@usmc.mil	10-Apr-2018

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989

Section SF 1449 - CONTINUATION SHEET

AWARD INFORMATION

1. The total amount of the contract if all option years are exercised is: $18,419,014.74.

2. Not applicable

3. Contractor Point of Contact:

Name: Mr. Robert Severson
The Severson Group, LLC
Address: 2218 Faraday Avenue #120
Carlsbad, CA 92008

4. Contract Administration

The Contracting Officer is Ms. Eileen Keating Carnaggio. The Contract Specialist, administration liaison at MCBH Kaneohe Bay is:

Marine Corps Base Hawaii
Regional Contracting Office Hawaii
Attn: Steven Jeffers
Box 63063, Bldg. 209
Kaneohe HI 96863-3063

Phone: 808-257-2710
Fax: 808-257-2350
E-mail Address: steven.jeffers@usmc.mil

The Contracting Officer Representative (COR) is:
CWO3 Lisa Figueroa
Phone: 808-257-1311
E-mail Address: lisa.figueroa@usmc.mil

The Alternate Contracting Officer Representative (ACOR) is:
MGySgt Dustin Cook
Phone: 808-257-3509
E-mail Address: dustin.cook@usmc.mil

5. Invoices – To ensure payment, invoices must be submitted in accordance with DFARS Clause 252.232-7006 Wide Area Workflow Payment Instructions (May 2013).

6. Please note that this Contract is subject to DFAR Clause 252.232-7007 Limitation of Government's Obligation. CLIN's 0001 – 0003 are incrementally funded. (See clause for full description).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months	(b) (4)	

Management & Mess Hall Attendant Srvcs
FFP
Mangement and Mess Hall Attendant (M&MA) Services for Marine Corps Base Hawaii (MCBH) In Accordance With (IAW) the enclosed Performance Work Statement (PWS).
FOB: Destination
MILSTRIP: M0031218RCLF001
PURCHASE REQUEST NUMBER: M0031218RCLF001PSC CD: M1FD

NET AMT (b) (4)

ACRN AA $0.00
CIN: M0031218RCLF0010001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12	Months	(b) (4)	

Food Preparation Services
FFP
Food Preparation Services for MCBH IAW the enclosed PWS.
FOB: Destination
MILSTRIP: M0031218RCLF001
PURCHASE REQUEST NUMBER: M0031218RCLF001PSC CD: M1FD

NET AMT (b) (4)

ACRN AA $0.00
CIN: M0031218RCLF0010002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months	(b) (4)	

Maintenance and Repair of FSPE
FFP
Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS.
FOB: Destination
MILSTRIP: M0031218RCLF001
PURCHASE REQUEST NUMBER: M0031218RCLF001PSC CD: M1FD

NET AMT (b) (4)

ACRN AA $0.00
CIN: M0031218RCLF0010003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION		12	Months	(b) (4)	

Management & Mess Hall Attendant Srvcs
FFP
M & MA Services for MCBH IAW the enclosed PWS.
FOB: Destination
PSC CD: M1FD

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months	(b) (4)	
OPTION	Food Preparation Services FFP Food Preparation Services for MCBH IAW the enclosed PWS. FOB: Destination PSC CD: M1FD				

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months	(b) (4)	
OPTION	Maintenance and Repair of FSPE FFP Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS. FOB: Destination PSC CD: M1FD				

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION		12	Months	(b) (4)	

Management & Mess Hall Attendant Srvcs
FFP
Mangement and Mess Hall Attendant Services (M&MA) for Marine Corps Base Hawaii (MCBH) In Accordance With (IAW) the enclosed Performance Work Statement (PWS).
FOB: Destination
PSC CD: M1FD

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION		12	Months	(b) (4)	

Food Preparation Services
FFP
Food Preparation Services for MCBH IAW the enclosed PWS.
FOB: Destination
PSC CD: M1FD

NET AMT $980,745.36

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Maintenance and Repair of FSPE FFP Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS. FOB: Destination PSC CD: M1FD	12	Months	(b) (4)	

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Management & Mess Hall Attendant Srvcs FFP M&MA Services for MCBH IAW the enclosed PWS. FOB: Destination PSC CD: M1FD	12	Months	(b) (4)	

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months	(b) (4)	
OPTION	Food Preparation Services FFP Food Preparation Services for MCBH IAW the enclosed PWS. FOB: Destination PSC CD: M1FD				

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		12	Months	(b) (4)	
OPTION	Maintenance and Repair of FSPE FFP Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS. FOB: Destination PSC CD: M1FD				

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months	(b) (4)	
OPTION	Management & Mess Hall Attendant Srvcs FFP M&MA Services for MCBH IAW the enclosed PWS. FOB: Destination PSC CD: M1FD				

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months	(b) (4)	
OPTION	Food Preparation Services FFP Food Preparation Services for MCBH IAW the enclosed PWS. FOB: Destination PSC CD: M1FD				

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		12	Months	(b) (4)	
OPTION	Maintenance and Repair of FSPE FFP Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS. FOB: Destination PSC CD: M1FD				

NET AMT (b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government

1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 16-MAY-2018 TO 15-MAY-2019	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318
0002	POP 16-MAY-2018 TO 15-MAY-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
0003	POP 16-MAY-2018 TO 15-MAY-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
1001	POP 16-MAY-2019 TO 15-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
1002	POP 16-MAY-2019 TO 15-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
1003	POP 16-MAY-2019 TO 15-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
2001	POP 16-MAY-2020 TO 15-MAY-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
2002	POP 16-MAY-2020 TO 15-MAY-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
2003	POP 16-MAY-2020 TO 15-MAY-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
3001	POP 16-MAY-2021 TO 15-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318

3002	POP 16-MAY-2021 TO 15-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
3003	POP 16-MAY-2021 TO 15-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
4001	POP 16-MAY-2022 TO 15-MAY-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
4002	POP 16-MAY-2022 TO 15-MAY-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
4003	POP 16-MAY-2022 TO 15-MAY-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318

ACCOUNTING AND APPROPRIATION DATA

AA: 1781106BSS1 252 00318 067443 2D M00312
COST CODE: 31218RCLF001
AMOUNT: $0.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	M0031218RCLF0010001	$0.00
	0002	M0031218RCLF0010002	$0.00
	0003	M0031218RCLF0010003	$0.00

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-17	Section 8(a) Award	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.245-1 Alt I	Government Property (JAN 2017) Alternate I	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.251-1	Government Supply Sources	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7021	Trade Agreements--Basic	DEC 2016
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7002	Readjustment Of Payments	OCT 1966
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.247-7021	Returnable Containers Other Than Cylinders	MAY 1995
252.247-7023	Transportation of Supplies by Sea	APR 2014

252.251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to
organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

_____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

____ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

_____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (OCT 2015) of 52.223-13.

_____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

X (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L.

103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

_____ (ii) Alternate I (May 2014) of 52.225-3.

_____ (iii) Alternate II (May 2014) of 52.225-3.

_____ (iv) Alternate III (May 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

X (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi)52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.
(End of clause)

52.219-17 SECTION 8(a) AWARD (JAN 2017)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the MCBH, Regional Contracting Office-Hawaii the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the MCBH, Regional Contracting Office-Hawaii Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the MCBH, Regional Contracting Office – Hawaii.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

OCCUPATIONAL TITLE	HOURLY PAY RATE	FRINGE BENEFIT
BAKER (7402 Grade 5)	$16.95	$2.15
CASHIER (2091 Grade 2)	$12.36	$1.56
COOK I (7404 Grade 4)	$15.14	$1.92
COOK II (7404 Grade 6)	$18.89	$2.39
DINING FACILITY LEADER(WG7408 Grade 8)	$23.32	$2.95
DISHWASHER (WG7408 Grade 2)	$13.43	$1.70
EQUIPMENT MAINTENANCE WORKER/ MECHANIC (4749 Grade 7)	$20.99	$2.66
FAST FOOD SHIFT LEADER(WG7408 Grade 4)	$16.79	$2.13
FOOD SANITATION SPECIALIST 1 & 2 (WG7408 Grade 3)	$15.14	$1.92
FOOD SERVICE WORKER (WG7408 Grade 2)	$13.43	$1.70
HEATING, REFRIGERATION AND AIR-CONDITIONING MECHANIC(4749 Grade 7)	$20.99	$2.66
JANITOR(WG7408 Grade 2)	$13.43	$1.70
LEAD WORKER(WG7408 Grade 4)	$16.79	$2.13
MESS ATTENDANT(WG7408 Grade 2)	$13.43	$1.70
POTS & PANS WASHER (WG7408 Grade 2)	$13.43	$1.70
SHIFT LEADER (WG7408 Grade 4)	$16.79	$2.13

STOREROOM KEEPER(6914 Grade 5)	$16.95	$2.15
TRUCK DRIVER (5703 Grade 4)	$16.79	$2.13

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs ``on'' a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs ``in connection with'' a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an

estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: https://www.acquisition.gov/
http://farsite.hill.af.mil/vmfara.htm

DFARS Clauses: http://farsite.hill.af.mil/vmdfara.htm

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

San Diego District Office (SBA Code 0954)
500 W C St. Ste. 550
San Diego, CA 92101

The Severson Group, LLC. certification is is filed under case number: 306242 with an entrance date of 05/09/2014 and an exit date of 05/09/2023

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS--PARTNERSHIP AGREEMENT (MAR 2016)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following
criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by the SBA San Diego District Office located at:
550 West C Street Suite 550
San Diego, CA
Phone: 619-557-7250

[Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by the SBA.]

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas, unless--

(i) The SBA has determined that there are no small business manufacturers or processors in the Federal market place in accordance with FAR 19.502-2(c);

(ii) The acquisition is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, in which case a small business concern may furnish the product of any domestic firm; or

(iii) The acquisition is a construction or service contract.

(2) The The Severson Group, LLC [insert name of SBA's contractor] will notify the MCBH Regional Contracting Office [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

2 in 1 or Combo

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	M67443
Issue By DoDAAC	M00318
Admin DoDAAC	M00318
Inspect By DoDAAC	M00318
Ship To Code	*Not applicable-Leave Blank*
Ship From Code	*Not applicable-Leave Blank*
Mark For Code	*Not applicable-Leave Blank*
Service Approver (DoDAAC)	*Not applicable-Leave Blank*
Service Acceptor (DoDAAC)	M00318/S002
Accept at Other DoDAAC	*Not applicable-Leave Blank*
LPO DoDAAC	M00318
DCAA Auditor DoDAAC	*Not applicable-Leave Blank*
Other DoDAAC(s)	*Not applicable-Leave Blank*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

david.g.cunningham@usmc.mil

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Katrida Collier, 808-257-1262; e-mail: katrida.collier@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 0001 - 0003 is/are incrementally funded. For this/these item(s), the sum of $0.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Since the original period of performance was not able to take effect due to a Court Order, $0.00 is the available funding. The remainder of the period of performance funding plan is currently unknown.

CLINS	Incremental Funding Schedule/Period of Performance	Incremental Funding Amount
0001	May 16, 2018 – August 15, 2018	$0.00
0002	May 16, 2018 – August 15, 2018	$0.00
0003	May 16, 2018 – August 15, 2018	$0.00
Total	May 16, 2018 – August 15, 2018	$0.00

CLINS	Incremental Funding Schedule/Period of Performance	Incremental Funding Amount
0001	August 16, 2018 – May 15, 2019*	(b) (4)
0002	August 16, 2018 – May 15, 2019*	
0003	August 16, 2018 – May 15, 2019*	
Total	August 16, 2018 – May 15, 2019*	$3,703,698.48

CLINS	Incremental Funding Schedule/Period of Performance	Incremental Funding Amount
0001 - 0003	May 16, 2018 – August 15, 2018	(b) (4)
0001 - 0003	August 16, 2018 – May 15, 2019	
Total	May 15, 2018 – May 15, 2019	$3,703,698.48

*Dates are subject to change.
(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer

decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor’s Billing Address (Mr. Robert Severson, 2218 Faraday Avenue #120, Carlsbad, CA 92008, Ph:760-550-9976):

Government Remittance Address (Eileen Keating Carnaggio, Ph: 808-257-1158, Regional Contracting Office Hawaii, 2nd Street, Bldg. 209, Marine Corps Base Hawaii, Kaneohe Bay, HI 96863-3063).

(End of clause)

PWS

Performance Work Statement (PWS)
Management and Mess Hall
Attendant (M&MA) Services for Marine Corps Base Hawaii (MCBH)

1. Vision Statement
To remain responsive to Marines needs for high-quality and nutritious meals.

1.1 Introduction
The contractor shall effectively plan, develop and execute a cost-effective Marine Corps Base Hawaii, Kaneohe Bay Food Service program while maintaining occupational proficiency for food service Marines (MOS 3381).

1.2 Mission
Safely serve fresh nutritious, wholesome, quality meals while complying with the Marine Corps expanding diversity of ethnic, cultural and nutritional requirements for our warfighter.

1.3 Background
The Director, Headquarters United States Marine Corps (USMC), Food Service and Subsistence Program is responsible for the overall food service operations for the Marine Corps.

The Contracting Officer (KO) will have overall contractual authority to the maximum extent practicable, consistent with law.

The Contracting Officers Representative (COR) and Technical Representative (TR) will function as the Installation Contracting Officer Representatives respectively.

The Quality Assurance Evaluator (QAE) will be tasked to assess and monitor contract performance.

The Installation Food Service Officer (FSO) or official designee will continue to function as a special staff officer within the military chain of command, advising commanders and coordinating efforts on all matters pertaining to MCBH Management and Mess Hall Attendant (M&MA) Services.

1.4 Scope

There are seven primary goals of the Marine Corps Base Hawaii, Management and Mess Hall Attendant (M &MA) Services Contract:

Goal 1. Provide high quality meals that meet or exceed the nutritional requirements in accordance with Fueled to Fight (F2F), and Marine Corps Base Hawaii Master Menu.
Goal 2. Provide meals that are prepared in accordance with (IAW) food safety standards.
Goal 3. Provide meals in a clean and pleasant establishment.
Goal 4. Provide meals in a timely fashion.
Goal 5. Provide capable and responsive food service and facility management.
Goal 6. Provide sustainment of Government Furnished Property.
Goal 7. Provide a training platform to Food Service Marines assigned to Management and Mess Attendant (M&MA) Mess Halls.

2. General Requirements

The base period of performance for Marine Corps Base Hawaii, Food Service Contract shall begin 01 March 2018 through 28 February 2019 with four option years.

The Contractor shall provide all management, personnel, tools, and supervision necessary to perform management, administrators, inventory control, ordering control, food preparation, mess attendant, food service workers, food preparation and serving equipment maintenance and repair, motor vehicle operation, cashiers at facilities associated within the Marine Corps Base Hawaii Food Service Program as defined in this Contract.
The Contractor shall perform to all standards and requirements described at the food service facilities listed herein.

A brief explanation of the various types of services required under this contract is listed below.

(1) Administrative Support and Clerical:
-Administrative Assistant (Technical Representative and Project Manager)
-Accounting Clerk II (Marine Corps Food Management Information System ((MCFMIS))/Point of Sale ((POS)) administrator)
-Accounting Clerk II (STORES Web/ SABRS administrator)
-Orders Clerk I (Common Logistics Command and Control ((CLC2S)) Orders Clerk/ PR Builder Orders Clerk)
-Secretary I

(2) Food Preparation and Mess Attendant Services:
-Baker
-Cook I
-Cook II
-Dishwasher
-Mess Attendants
-Food Service Worker

(3) General Services and Support Occupations:
-Janitor
-Laborer, Ground Maintenance
-Window Cleaner

(4) Landry, Dry-Cleaning, and Pressing:

-Presser, Machine, Wearing Apparel, Laundry

(5) Materials Handling and Packing:
-Store Worker I (Storeroom/Property/PR builder)

(6) Mechanics and Maintenance and Repair: (Food Preparation and Serving Equipment Maintenance and Repair)
-Electronics Technician Maintenance I
-General Maintenance Worker

(7) Transportation/Mobile Equipment:
-Truck driver, Light

(8) Miscellaneous:
-Cashier

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Marine Corps Food Management Information Systems (MCFMIS) such as: Production Worksheet, Menu Scaled Recipe, Issues, Issue Summary, Pull Sheet, Menu Scaled Ingredient Labels, Post Meal Counts, Food Items and Recipe, and Daily Coat Analysis.

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Department of Defense Single Stock Point for Military Specifications, Standards and Related Publications (DODSSP) Collection such as: Custodian Asset Report (CAR), Custodian Inventory Report (CIR), Mess Hall Equipment Replacement Record (MERR), National Stock Number (NSN), and Minor Property Report.

2.1. Non-Personal Services
The Government will neither supervise contractor employees nor control the method by which the contractor performs the required work under this contract. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the KO immediately.

2.2. Business Relations
The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3. Contract Administration and Management
Contractor managerial functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional-style food service establishments.

Contractors will perform their duties alongside of military food service personnel. The Contractor shall comply with the Marine Corps Base Hawaii Master Menu and authorized changes, MCO P1011.42B (Armed forces Recipe Service), The Marine Corps Food Management and Information System (MCFMIS) and all authorized changes made by the Installation Food Service Officer/Food Technician. All food prepared in the food service facilities shall be prepared and stored in accordance with provisions contained in NAVMED P5010-1, Tri-Service Food Code (TSFC).

2.3.1. Contract Management
The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between TR and

the contractor's corporate offices. Additionally, the contractor must maintain continuity between the support operations at local installations and the contractor's regional and/or district offices.

2.3.2. Contract Administration
The contractor shall establish processes and assign appropriate resources to effectively administer requirements. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support the Marine Corps Base, Kaneohe Bay Food Service Contract. The contractor shall assign work effort and retain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3. Personnel Administration
The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make all necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract requirements both on and off site. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.3.4. Right of First Refusal
Upon award of the contract, the contractor and its subcontractors are required to offer those service employees that are employed under the predecessor contract, and whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. Therefore, the contractor shall comply with the Non-displacement of Qualified Workers clause 52.222-17 in this contract.

2.3.5. Insurance
Within 15 calendar days after award, the Contractor shall furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts not less than the minimums specified below and in accordance with the FAR 52.228-5, insurance – work on a government installation clause. This insurance must be maintained during the entire performance period.

The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

- Comprehensive General Liability: $1 million per occurrence.
- Automobile Liability: $200K per person, $500K per occurrence for bodily injury, $20K per occurrence for property damage.
- Employee's Liability Coverage: $100K, expect in states where workers' compensation may not be written by private carriers.
- Worker's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
- Liability to Third Persons: in the amount of $1 million per claimant and $2 million per incident.
- Other as required by State Law.

2.4. Subcontract Management
The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors shall add subcontractors to their team after receiving consent from the KO. Cross teaming may or may not be permitted.

2.4.1 Medical Requirements
The Contractor shall ensure that all personnel have a current Medical Certificate (DD form 2971) prior to starting work. All Contractor personnel shall be examined for evidence of tuberculosis. The medical screening shall be in

accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC), all forms will be maintained by the Contractor in accordance with Health Insurance Portability and Accountably Act (HIPAA) and the privacy act. The Contractor shall keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of their DD form 2971.

2.4.2. Contract Employee Health

The Contractor shall comply with requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC). The Government reserves the right to remove or direct the Contractor to remove any employee that the Government believes may have a communicable disease. Removal of a contract employee because the employee may have a communicable disease shall not relieve the Contractor from responsibility to perform under this contract.

2.4.3. Emergency Medical Care

Only Emergency medical care is available at the Navel Regional Medical Clinic to the Contractor employees who require immediate medical treatment resulting from on-the-job injury. The Government on a reimbursable basis will provide emergency medical transportation to a community medical facility. Cost and reimbursement policy will be rendered by the KO.

The Contractor shall immediately report an occurrence of a job-related injury. The Contractor shall prepare an accident report and forward the original and one copy to the COR/ACOR within 4 hours.

2.5. Contractor Personnel

The Contractor shall provide an on-site Project Manager to be responsible for performance of the work. The Project Manager shall be on-site at least 70% of the operational time. In the absence of the supervisor, a lead worker shall be placed in charge and shall have supervision as his primary function during the times he is in charge.

During Mess hall operating hours, the Project Manager or Alternate shall be available to meet with the COR. at the mess hall, within 60 minutes of a call to meet. After close of the mess hall for the day, the Project Manager shall be available within 2 hours for discussions.

2.5.1. Conduct, Conflicts of Interest, and Other Issues

Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
The Contractor shall remove immediately from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

The Contractor shall employee professionally and technically qualified personnel to perform the work specified and to ensure that the quality of services performed meet the performance standards specified.

The Contractor shall not employ off-duty quality assurance personnel or any individual who has received a persona non grata, nor any person who is an employee of the United States Government, when employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Department of Defense, Military or Civilian. The Contractor shall not employ family members of Military food service personnel assigned or near the vicinity of the Food Service Facilities.

The Contractor is cautioned that off-duty/active personnel hired under this contract may be subject to permanent change of station orders, change in duty hours, or deployments, which could have an impact upon his/her staffing. Military Reservists and National Guard members may be subject to recall for active duty. Their absences at any time shall not constitute an acceptable excuse for non-performance under this contract.

A strike by the Contractor's employees does not constitute justification for non-performance of any part of this contract.

2.5.2. Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task

with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined by the Wage Determination List under the Department of Labor, labor rates, and man-hours utilized in the execution of the Performance Work Statement (PWS) line items issued hereunder will be the minimum necessary to accomplish the work. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

The use of alcoholic beverages and illegal drugs, or incapacitating agents while on duty, is strictly forbidden. The contractor shall immediately remove and replace employees who are under the influence of such substances without causing a disruption in services.

2.6 Capable and Responsive Management and Staffing

The Contractor shall provide all requisite management resources and staffing needed to accomplish the work delineated in this PWS. Anticipating and planning for changes in the work environment, including changes in the demand for meals or other food services is a fundamental part of this management requirement.

2.6.1 Staffing Requirements

The contractor shall provide all staffing required to accomplish the work described in the PWS. The following are the minimum requirements for staffing. The contractor has the discretion to decide to provide additional staffing beyond what is listed below at no additional cost to the Government in order to meet the requirements of the PWS.

Required Jobs: Key Billets

-Project Manager (a person in charge of Mess Hall Operations and employees working under the company). It is mandatory for 1 full-time person to hold this position.
-MCFMIS Operator- places subsistence orders please see Section 5 on page 60 of the original solicitation. It is mandatory for 1 full-time person to hold this position.
- Production Chef (aka Head Chef/Executive Chef). It is mandatory for 1 full-time person to hold this position.
- Cooks I/II- enough to support the meals listed in 3.2 page 52. It is mandatory to have a minimum of 16 full-time personnel to hold these positions.
- Bakers- enough to support all meal listed in 3.2 page 52. It is mandatory to have a minimum of 3 full-time personnel to hold these positions.
- Maintenance Technicians- Works on all food service equipment in the facility. It is mandatory to have a minimum of 2 full-time personnel to hold these positions. Tasks may include and be combined with the requirements for the electrical maintenance and light truck driving duties.
- Accounting Clerk- STORES WEB/SABRS; Orders Clerk- PR Builder/CLC2S; and Secretarial duties. It is mandatory to have a minimum of 2 full-time personnel to fulfill these positions/responsibilities/duties.
-Cashiers. It is mandatory to have a minimum of 5 full-time personnel to hold these positions.
-Food Sanitation Specialist. It is mandatory to have a minimum of 41 total full-time personnel to fulfill these positions. These positions have the following job responsibilities/duties: Mess Attendant duties; Food Service Work duties; Janitorial duties; Window cleaning duties; Store Worker duties in the Storeroom (it is mandatory to have a minimum of 3 of the 41 full-time personnel assigned to this duty); Store Work duties in the Property room (it is mandatory to have a minimum of 2 of the 41 full-time personnel assigned to these duties; and Dishwashing duties (it is mandatory to have a minimum of 6 of the 41 full-time personnel assigned to this duty). Please note 3 dishwashers are required per scullery, and 2 scullery's are to be manned for all shifts with a 3rd scullery available for over-flow as needed.

2.6.1.1 Qualifications Requirements

The Contractor shall furnish, with the initial proposal, the names of the key personnel hired to perform work under this contract. The names are to be accompanied by a brief personal history statement including, but not limited to, a record of employment covering the immediately preceding year and other mess attendant related jobs.

b. Must possess the following experience, at a minimum:

1. The Project Manager: shall, within the past 10 years, have 8 years' experience; consisting of a minimum of 5 years supervisory experience, and 5 years management experience in volume food service providing complete meal

service. The project manager must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 10 years and pay grade of E-9, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed Project Manager is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 10 years must have been in a supervisory status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

(2). Marine Corps Food Service Information System (MCFMIS) Operator shall, within the past 10 years, have 5 years' experience; consisting of a minimum of 5 years supervisory experience, and 3 years management experience in volume food service providing complete meal service. The MCFMIS operator must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 6 years and grade of E-6, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed MCFMIS Operator is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 3 years must have been in a status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

3. Production Chef – is the Head Chef/Executive Chef in Charge of all the areas production schedules, employees, and number of cooks assigned to include the Snack Line and Satellite Facility: Shall, within the past 10 years, have 5 years' experience in complete orders from steam tables, placing food on plates and serving customers at counters. Have grilled and garnished hamburgers or other meats such as steaks and chops. Grilled, cooked, and fried foods such as french fries, eggs, and pancakes. Perform simple food preparation work such as making sandwiches, carving meats, and brewing coffee. Take orders from customers and cooked foods requiring short preparation times, according to customer requirements. Clean food preparation equipment, work areas, and counters or tables. Also, possess knowledge in preparation of hot food items using sautéing, roasting and baking skills and performing work such as volume preparation of soups, salads, gravies and other foods constituting a snack line item. Possess knowledge of progressive cookery and high standard of quality for preparation and service of food.

(a) Military food experience at a minimum with 4 years and pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of the Production Chiefs to the Contracting Officer via the COR/ACOR within two (2) days after start of employment. It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in the position shall be identified (complete name resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of the any personnel changes.

4. Cook: Shall, within the past 5 years, have 3 years' experience functioning in every aspect of introductory food preparation, storage, cooking, baking, knife skills, weighing and measuring, production methods, presentation standards, garnishing techniques and serving. Qualifications required include basic skills in math and reading, ability to follow recipes, communicate, and work closely with others.

(a) Military food service experience at a minimum have 3 years in pay grade of E-5 or below may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of cooks to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

5. Bakers: Shall have, within the past 10 years, 5 years' experience in volume preparation of baking goods. Must possess the ability to prepare breads, rolls, muffins, cookies, pies cakes, doughnuts, biscuits, and other pastries, including icings and frostings, according to established recipes. Prepares components, gelatins, custards, meat pies, fillings, and other finishes as required. Ability to prepare all types of baked goods. Cleans and maintains work areas, utensils, and equipment. (Experience shall include but not limited to pies, cakes, breads, rolls, biscuits, sweet rolls, doughnuts, icings, sauces, glazes, puddings, and gelatin products.)

(a) Military food service experience at a minimum have 5 years in pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of bakers to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

6. Maintenance Technician: Will fall under the purview of the contractor project manager. Repairman, in coordination with the Responsible Officer and Property Chief, will perform his/her duties alongside military food service personnel. The Contractor shall comply with the MCO P4450.7E Marine Corps Warehousing and authorized changes. All equipment maintenance in the mess hall shall be in accordance with provisions contained in Marine Corps Safety Program, OSHA and technical manual requirements.

(a) Must possess the following experience, at a minimum: 3-5 years' experience required; Ability to work a flexible work schedule, including weekends and holidays; Demonstrated knowledge of electrical and mechanical systems and instruments; Proficient use of basic electrical and mechanical troubleshooting instruments; Ability to read and understand warning and instruction labels; Follow written and oral instructions; Familiar with various welding techniques and procedures; and Food industry experiences a plus.

(b) The contractor shall submit the name and detailed resume of service repairman to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

2.6.1.1 KEY PERSONNEL

The personnel listed below are considered essential to the work being performed hereunder. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer 15 working days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. No change in personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. However, in urgent situations, as determined or agreed to by the Contracting Officer, an oral request to substitute key personnel may be approved and subsequently ratified by the Contracting Officer in writing. Such ratification

shall constitute the consent of the Contracting Officer required by this paragraph. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on the substitution(s). In the event the proposed substitution of key personnel does not meet or exceed the education, experience, and other technical requirements of the personnel being replaced, the Government reserves the right to require continued performance of previously approved key personnel or to require substitution of acceptable replacements for the individuals specified below. The key personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

Name	Position/Labor Category
Jesus Guillen (PM)/Stockton Moragne (APM)	Project Manager (PM)/Assistant PM (APM)
LeAnna Rimerez	(MCFMIS) Operator
Ricardo Dixon	Production Chief
Cook I: Dylan Brooks; Cook II: Rene Silva	Cooks
Andre Stroh and Chantal Guillemot	Bakers
Herman Gonzalez and Tirso Soliven	Maintenance Technician

2.6.2 Contractor Manpower Reporting Language for Contract Performance Work Statements
"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Food Services via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/"

2.6.3. Employee Breaks
Employee breaks (rest periods) shall not be taken during the periods of meal preparation, serving, or post meal periods without the approval of the Project Manager. Breaks shall be taken in designated areas only. Contract employee's breaks shall not interfere with contract employees performing services.

Contractor employees shall not loiter, congregate or sleep, in working or patron areas.

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

2.6.5. Contractor Personnel Meals
Personnel who are employed in the food service facilities under this contract may purchase meal while on duty and up to 30 minutes before or after their shift. The Contractor personnel dinning times shall not interfere with performance of this contract. The Standard meal portions will be available to the Contract employees. The rate charges shall be the Standard meal rate, as provided by the government in official correspondence.
The Contractor shall, before any meal consumed, pay for the meal with the cashier at the appropriate meal rate. Snacking, (consumption of food or drink without reimbursement to the government) is strictly prohibited.

Contractor employees eating Government substance at any time shall be required to pay for a complete meal. The Contractor shall develop a policy to discourage snacking. If snaking is observed, the contract employee will be charged by the period of the day in which the eating or drinking is observed. If any employee observed snacking does not have funds to pay for the meal, the Contractor shall be required to pay.

Consolidation of employee personal meals with Government food is prohibited. The Contractor shall provide a refrigerator(s) at the mess hall to store employee meals. Contract employees shall consume meals only in areas designated for eating, and at no time will the meals provided leave the facility.

2.7. Location and Hours of Work

Accomplishment of the results contained in this PWS requires work at food service facilities and other government facilities. Normal workdays for the food service facilities are Monday through Sunday to include Federal and State Holidays.

The Contractor Shall Provide Critical Management tools, labor, and transportation, necessary to perform services in:

(1) Anderson Hall, 1089 Seldon St. MCBH HI, 96863: is a full service dining facility to include carry out services.

(a) **Main Line/Specialty Bars,** (3) Serving Lines, Normal hours of operation:

Monday- Friday
- Breakfast: 0530-0730
- Lunch: 1030-1300
- Dinner: 1600-1800

Weekend &Holidays
- Breakfast Brunch: 0800-1100
- Dinner Brunch: 1500-1800

(b) **Snack Line,** (1) Serving Line

Monday-Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: 1600-1800

Weekend &Holidays
Closed

(2) Flight-Line, Bldg. 144 1st St. MCBH HI, 96863: (1) Serving line, is a convince style dining facility where all items are carry-out style. Patrons are authorized to dine-in.

Monday- Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: (as requested by the unit)
- Mid-Rations (as requested by the unit)

Weekends & Holidays
Closed

(3) Pu'uloa Range Training Facility (PRTF) Bldg. 200 MCB Ewa Beach HI, 96707: Provides a boxed/bag meals for Breakfast, Lunch, and Dinner to support training units. All boxed/bag meals will be transported from Anderson Hall to Pu'uloa Training Range Facility in a refrigerated vehicle, daily, or as range missions requires.
- Required hours: 0400- until operational training has come to a stop.

The Contractor Shall be responsible for performing all required daily listed within this contract. The services provided shall be in accordance with maintenance and sanitation standards established by federal, state, and county sanitation laws and regulations applicable to the State of Hawaii, and in accordance with provisions contained in NAVMED P-5010-1 Tri-Service Food Code (TSFC), or most current Department of Defense Order.

2.7.1. Extended Service Hours

Special and emergency situations (for example, accident and rescue operations, civil disturbances, weather warnings, base alerts) may necessitate a dining facility to operate on an extended basis of up to 24 hours per day. The contractor shall provide these services when required by the contracting officer. If this is requested orally, a

written contract modification, setting forth the effort required, will be provided as soon as possible thereafter, but no later than (24) hours. Services may also be needed due to situations such as equipment failure, unscheduled power outages, and or closing of food service facilities for repairs, delays due to expected or unexpected troop movement and unanticipated extension of meal hours. These services will be used only in emergency situations. In addition, the Contractor shall provide services during Crisis declared by the National Command Authority or Overseas Combatant Commander. Upon notification by the contracting officer, the contractor shall perform special event services (Contingencies, Operational Readiness Exercises or Inspections, Facility operations on an extended basis up to 24 hours per day, etc.) as required.

The KO shall issue a unilateral change order citing the authority of this provision. When performance pursuant to such an order causes an increase in the Contractor's cost to perform any portion of the work under this contract, an equitable adjustment will be negotiated.

All services described under this paragraph must be approved by the KO prior to performance.

Contractor Personnel. The Contractor shall provide responsible worker personnel including management personnel to perform the duties as specified in the Performance Work Statement.

2.7.2. Rim of the Pacific (RIMPAC)
The Contractor shall provide additional Support for Anderson Hall in Support of Rim of the Pacific (RIMPAC). RIMPC, historically, is a biannual event (2018, 2020, 2022, 2024, etc...) hosted aboard Marine Corps Base (MCB) Hawaii. Multiple countries participate and are required to be supported for subsistence from Anderson Hall and such will result in increased amounts of patronage. A temporary increase in contractor support is required to support this operational readiness exercise. Assignment of support required personnel will be set forth by the Contractor and the COR/ACOR. The Government will provide the Contractor (60) days notification of RIMPAC.

Below is an example of the minimum support that will be required in support of RIMPAC:
2,500 additional force to be supported, this may fluctuate throughout the operation. The force flow of personnel will be provided to the Contractor.

Dates of Support 01 June- 31 October (training, build-up, and retrograde)
Support required: additional contracted cooks, and additional contracted mess attendants
Hours required: Full time employees, 40-hr week
Days required: Sunday-Monday, staggered schedule
Cooks will be assigned on a watch system in a way to maximize support during peak periods.

2.7.3. Strike/Contingency Plan.
Fourteen (14) days prior to the contract start date or prior to an eminent strike the Contractor shall provide to the Contracting Officer, for approval a strike contingency plan. The strike contingency plan shall include proposed procedures to notify the Government of a strike or intent to strike, plan of action to perform services outlined in the contract with minimum disruption of services to mess hall patrons, use of other personnel presently employed by the contractor, use of supervisory personnel and use of other sources of personnel.

3. Food Quality
The Contractor shall be responsible for providing consistently high quality meals that meet or exceed nutritional requirements in accordance with Fueled to Fight (F2F) color coding system at every meal. Foods shall be prepared and served in a manner that demonstrates advanced culinary skill and proficiency. Quality will be measured by the customer satisfaction ratings.

The Contractor shall prepare and store food in a way that protects it against cross contamination per the requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC).

3.1. Authorized Personnel to Subsist
The Contractor shall support all Military Personnel (meal card holders) whom are authorized to subsist at the government expenses. The enlisted members are the primary customers at all the food service facilities.

The Contractor shall support all secondary customers who are military and authorized personnel that wish to, and are granted permission to dine in the facility at their own expense.

Blanket authorization to feed civilians (i.e. federal employees, retires, dependents, guest, foreign military, etc.) is not authorized, and is contrary to congressional intent of appropriation. The Installation Commander may authorize only eligible personnel to subsist, on an exception/non-reoccurring basis. This authorization shall be forward to the Contractor at least (3) working days prior to the occasion.

The Contractor shall ensure only authorized individuals are served, per MCO 10110.14M, and current Department of Defense orders and directives.

3.2. Estimated Quantities

Estimated Meals per day. The estimated meals per day at each facility are based on (3) years of historical data. The Contractor shall provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated Quantities daily with or without the assistance of Military Cooks.

Anderson Hall, bldg. 1089: Main Line, Specialty Line, and Snack Line (Monday-Friday)

Breakfast	Lunch	Dinner
High: 700	High: 1400	High: 1250
Low: 150	Low: 200	Low: 175
Average: 450	Average: 800	Average: 750

Anderson Hall, bldg. 1089: Main Line and Specialty Line, (Weekend & Holiday(s))

Breakfast Brunch:	Dinner Brunch
High: 775	High: 1100
Low: 100	Low: 100
Average: 400	Average: 600

Flight-Line, bldg. 144: (1) Serving Line (Monday- Friday)

Breakfast:	Lunch:	Dinner/Midrats:
High: 300	High: 400	High: 300
Low: 25	Low: 50	Low: 0
Average: 160	Average: 225	Average: 20

Pu'uloa Range Training Facility (PRTF), Bldg. 200: box/bag meals (Sunday- Monday)

Breakfast:	Lunch:	Dinner:
High: 800	High: 800	High: 800
Low: 0	Low: 0	Low: 0
Average: 200	Average: 200	Average: 50

3.2.1. Additional Portion Policy

Additional servings shall be provided to patrons upon request, after the customer has consumed the previous food portions received, and rejoined the serving line. The Contractor may offer a more liberal additional portions policy at their discretion keeping within the Daily Cost Analysis.

Additional portion(s) served will be consumed in the food service facility and will not be provided in a "to-go" container.

3.3. Menu Management

Contractor shall prepare and serve meals to a minimum of the baseline meal and menu requirements in accordance with Marine Corps Base Hawaii Master Menu and Fueled to Fight (F2F) and the contractor's menu management plan. The Contractor’s Menu Management Plan will be approved 15 days after award of contract.

3.3.1. Menu Posting

The Contractor shall post the menu daily at each mess hall in such a way that will serve as advertisement for current and future menus. The Contractor shall post F2F program requirements. Contractor shall post menu and prices at the entrance to the dining facility serving area for all meals during the day before the start of the breakfast meal. The Contractor shall put meal information into the computer for maintaining the menu screens.

3.3.2. Menu Choices and Options

Main-Line entrees shall be served as the primary meal. A cyclic master menu will be used in all mess halls. Main-Line and Fast-Food meal options shall not be duplicated during a meal period and shall meet the menu requirements listed in the Marine Corps Base Hawaii, Master Menu. The Contractor is encouraged to provide innovative food items and menu selections that appeal to the Marine Corps diverse demographics.

The Contractor may provide meals as either self-served, (e.g., customers serve themselves), or served by Contractor employees, keeping within the Daily Cost Analysis.

Unless specifically stated otherwise herein, Main-Line, Specialty Line, and Fast-Food meal options shall be included during all meal periods.

The Contractor shall monitor the acceptability of menu items and eliminate items with low levels of customer acceptance. Where a menu item is changed the replacement item served shall be equal to or better than the item planned per the menu in terms of food quality, nutritional value, and customer acceptability.

3.3.3. Menu Changes and Enhancements

Contractor requests for changes to master menus may be considered on a one-time, temporary, or a permanent basis. The Contractor must submit requests to the Mess Hall Manger for all menu changes. One-time or temporary menu changes are approved or disapproved by the Mess Hall Manager. Requests for permanent menu changes are approved or disapproved by the COR/ACOR.

Temporary Menu Changes shall not exceed a period of 90 calendar days. Menu changes exceeding 90 calendar days are considered a Permanent Menu Change. One-time or temporary menu change requests shall be approved or disapproved within (7) calendar days by the Mess Hall Manager.

All requests for menu changes shall be provided by the Contractor at no additional cost to the Government. Menu changes shall be reported in the Contractors Monthly Management Report.

3.3.4. Menu Substitutions

The Contractor shall manage, inventory and issue the food items proposed within the MCBH Master Menu and Contractors menu plan in quantities sufficient to feed all customers for a given meal period. In such cases where the Contractor runs out of one or more menu items, the Contractor shall replace with an item deemed equal to or greater to the item being replaced, in terms of food cost, customer acceptance, food quality and nutrition. The Contractor shall maintain copies of all menu substitution, correspondence as part of the Daily Folder as stipulated in the MCFMIS SOP.

3.4. Special Requests/Services

3.4.1. Special Holiday Meals Requirements

On the Navy Birthday, Marine Corps Birthday, Thanksgiving Day, Christmas Day, and New Year's Day, the Installation Commander may authorize the sale of holiday meals to guests of military personnel and to civilian government employees.

The Contractor shall provide sufficient personnel and extension of meal hours in order to accommodate the increase of personnel in attendance, for all Special Holiday Meals listed.

Personnel may be authorized to eat the holiday meal in the mess hall on these days at the discretion of the Installation Commander. Personnel not authorized to subsist at government expense will be charged the applicable

meal prices (including surcharge, if applicable). Holiday meal rates will be charged in accordance with Marine Corps Bulletin (MCB) 10110.10

The Contractor shall provide, at their expense, appropriate decorations, for the food services facilities in conjunction with Special Holiday Meals shown in below:
Special Holidays Type of Meal Menu Date
Navy Birthday Lunch or Dinner (13 OCT)
Marine Corps Birthday Lunch or Dinner (10 November)
Thanksgiving Day Lunch, Dinner or Dinner Brunch (4th Thursday in November)
Christmas Day Lunch, Dinner or Dinner Brunch Same as Marine Corps Birthday (25 December)
New Year's Day Lunch or Dinner (Not designated 1 January)

3.4.2. Themed Meal Requirements
The Contractor shall provide themed meals to reflect the celebratory occasions. The Contractors shall provide, at their expense, appropriate decorations, for the food service facilities in conjunction with celebratory occasions listed below:

Themed Meal Type of Meal Theme Menu Date
Birthday of Martin Luther King, Jr. Lunch or Dinner Celebration of the life and accomplishments of Martin Luther King, Jr. (Not designated, Third Monday in January)
African-American History Month Lunch or Dinner African-American Heritage (Not designated Month of February)
Women's History Month Lunch or Dinner Women's Heritage (Not designated Month of March)
Days of Remembrance Lunch or Dinner Remembering victims of the Holocaust (Not designated April or May)
Asian Pacific Heritage Month Lunch or Dinner Asian Pacific Heritage (Not designated Month of May)
Women's Equality Day Lunch or Dinner Women's Heritage (Not designated 26 August)
National Hispanic Heritage Month Lunch or Dinner Hispanic Heritage (Not designated 15 September 15 October)
Native American Heritage Month Lunch or Dinner Native American Heritage (Not designated Month of November)

3.4.3. Mess Deck Support
The Contractor shall provide mess deck requests and coordinate schedules to ensure there is no double booking for the specialty deck side. The Contractor shall set up and tear down the tables and serving areas in order to meet the unit's request. If the number of personnel exceed 60 PAX the contractor shall open an additional scullery.

3.4.4. Recreational Meals Requirements
The Contractor shall provide Recreational Meals to Marine Corps units participating in family day events, sports day events, and other similar authorized functions. The baseline menu requirements for Recreational Meals are provided in the Marine Corps Base Hawaii, Master Menu. The Contractor shall provide clean/sanitize serving equipment on a loaned basis. The Contractor shall transport the meals and clean/sanitize serving equipment as far as the mess hall loading dock and assist with the loading of the meals and serving equipment onto vehicles, if needed.

Requests for Recreational Meal support shall be submitted to the Mess Hall Manager for approval at least (7) calendar days in advance. Upon approval by the Mess Hall Manager, and Project Manager the Contractor shall proactively coordinate Recreational Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.5. Box Meals Requirements
The Contractor shall provide Box Meals to requesting units. Box Meals shall be available for pick up at the mess hall requested from by the unit. A Box Meal may be requested for the Breakfast, Lunch, Dinner, or Midnight Rations meal (Mid-Rats). The Contractor shall transport the meals as to far as the Pu'uloa Range, Bldg. 200, and assist with the loading and unloading of the meals onto and off vehicles to appropriate refrigeration.

Minimum Box Meal requirements are provided in the Marine Corps Base Master Menu. Alternatives, if proposed, should accommodate the recommendations for box meals provided in the NAVMED P5010-1 Tri-Service Food Code (TSFC), and in accordance with the Fueled to Fight (F2F) program.

Requests for Box Meal support shall be submitted to the Program Manager for approval at least (3) calendar days in advance. Upon approval by the Program Manager the Contractor shall proactively coordinate Box Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

All box meals shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.6. Remote Site Meal Requirements

The Contractor shall provide meals for units participating in field exercises and other events when meals are required away from the mess hall, only after approval of Mess Hall Manager. This effort is commonly referred to as Remote Site Feeding. Remote Site Feeding meals shall be the same as those provided from the regular cycle menu at the mess hall where the meals are ordered and picked up from. The Government will provide food and beverage containers, transportation, drivers, and the requisite personnel needed to transport and to serve the meals at the remote site. The Contractor shall be responsible for preparing the meals and transferring the meals requested into the meal containers. The Contractor shall provide sufficient condiments for the number of meals. The Contractor shall transport the meals as far as the mess hall loading dock and assist with the loading of the meals onto vehicles, if needed.

The Contractor shall sufficiently heat or chill the food and beverage containers. Contractor shall ensure food remains outside of the Time/Temperature Control for Safety (TCS) (between 41F and 135F) until time of pickup. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

The Contractor shall clean and sanitize the meal containers used to transport the food, and the utensils used to serve the food, both before and after use.
Units requesting meals for Remote Site Feeding may request to borrow serving utensils and other similar items to serve meals away from the mess hall. The Contractor shall provide such items on a temporary loaned basis.

Requests for Remote Site Meal support shall be submitted to the Mess Hall Manager for approval at least (5) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Remote Site Meal support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

3.4.7. Hot and Cold Beverage Support

Hot and Cold Beverage Support is occasionally required by units, and is typically provided to Marines engaged in rigorous outdoor activity. The requirements for Hot and Cold Beverage Support: Units requesting this support shall provide insulated containers for storing and transporting the beverages. The Contractor shall fill the containers with the requested number of Hot and Cold Beverage Support rations, and provide appropriate disposable cups, at their expense, in quantities sufficient to support the number of rations requested. The Contractor shall clean and sanitize the beverage containers before and after use.

3.4.8. Fruit Support for Conditioning Hikes

Fruit and beverage support is occasionally required by units, and is typically provided to Marines engaged in conditioning hikes as required. Units requesting this support will provide a Unit Letter of Instruction to the Mess Hall Manager for approval at least (10) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Hike support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

Hike support is non-reimbursable to the facilities and is only used for hikes over 3 miles. There are no monetary credits for conditioning hikes.

4. Service Quality

The Contractor shall be responsible for providing consistently high levels of service quality. Food service staff shall be attentive and accommodating to customer needs, while consistently maintaining a respectful, pleasant, and courteous demeanor towards customers.

The Contractor's operation shall be conducted in such a manner to prevent attractions of insect, vermin and rodents. The Contractor shall comply with pest control measures prescribed in NAVMED P5010-1 Tri-Service Food Code (TSFC) and in connection with the Facilities Rodent Control Program for the installation. Indications of infestation of vermin, rodents or pets shall be reported to the COR by the Contractor.

4.1. Quality Control

The Contractor shall develop a Quality Control Plan (QCP) and maintain an effective quality control program to ensure services are performed in accordance with the contract and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractors QCP is the means by which they assure themselves that their work complies with the requirement of the contract.

The QCP (which was submitted with the proposal) will be accepted by the Government at the time of the award of the contract. . The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Governments review and approval. The Government may find the QCP "unacceptable" whenever the Contractors procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.1.2 Quality Control Plan

The Contractor’s QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

(1) A description of the Contractor’s quality control system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, the extent of their authority, and a list of any other functions the individual(s) performs concurrently with the QC work which may adversely affect the level of quality.

(3) Provisions for recording the results of inspections and for recording any corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

A file of all Quality Control inspections, both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to the Contracting Officer within 10 working days of completion/termination of the contract.

The Contractor shall submit to the Contracting Officer a revised QCP for approval within seven calendar days of any change.

Each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the work. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the PWS paragraph entitled, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES". All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work without notice to the Contractor.

The Contractor shall meet the Government's representative at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement.

The project manager shall be required to meet at least weekly with the COR/ACOR, for performance evaluation meetings, until full implementation of contracting services of the mess hall. The project manager, mess hall managers or assistant mess hall managers shall be required to meet at least twice per month with the COR/COR/ACOR and other mess hall managers; for Food Service Management meetings, to discuss food service issues and upcoming events.

In addition to inspections of contractor performance by the COR/ACOR, Preventive Medicine personnel will also inspect for compliance with sanitary standards established in the most current edition of NAVMED P5010-1 Tri-Service Food CODE (TSFC). The cleanliness of spaces and related equipment will be measured by the Food Service Sanitation Inspection, NAVMED 6240/1 Form. Defects will be reported to the COR/ACOR in writing within 24 hours after the inspection.

Sanitation discrepancies identified during inspections require immediate correction. Sanitation discrepancies may be cause for shutdown of the facility until required sanitation standards are restored. Failures, which are determined to be the fault of the Contractor, shall result in a deduction for nonperformance during the period in which the mess hall is shutdown.

4.1.3. Customer Comments

Meal Comment Cards shall be provided by the Contractor for mess hall patrons to comment on various aspects of their meal experience, such as the quality, quantity and other services. In addition to the Meal Comment Cards received, the Contractor shall address information provided to the government via the Defense Information System Agency (DISA) Interactive Customer Evaluation (ICE) system, as a feedback tool to improve customer satisfaction. Additional information about the DISA ICE system is provided at: http://ice.disa.mil/

To ensure customer satisfaction, the Contractor Shall conduct customer surveys and solicit customer comments in accordance with the Contractor's Quality Control Plan (QCP). The contractor shall distribute customer service forms, collect the forms and respond to customer comments when requested by the COR/ACOR. The completed customer service forms will be the property of the Government and will be turned over to the COR/ACOR upon collection. The contractor shall encourage customer comments.

4.4 Food Safety and Sanitation

The Contractor shall implement a Food Safety and Sanitation Plan and employ strict enforcement measures to ensure compliance in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC) and coordinate and provided a cleaning schedule to the COR/ACOR. The Contractor's sanitary producers shall meet or exceed the requirements listed in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

4.4.1. Sanitation Training

Contractor employees will attend and teach training classes in the principles and practices of personal hygiene and food service sanitation to both Contractor Employees, and the Government. The Government shall conduct these courses at the Navy Preventive Medicine classroom at Pearl Harbor. Contractor personnel shall also receive on-the-

job training during working hours and be supervised until qualified to perform the work assigned. All Contractor personnel shall attend an 8 hours initial Sanitation Training course and a 4 hours annual refresher-training course in food service sanitation as a minimum. All contractor training records shall be made available for Government inspection upon request by inspecting parties.

Yearly refresher training in personal hygiene and food service sanitation shall be provided by the Contractor to prevent food borne illnesses. These training sessions shall be coordinated by the Contractor with the COR to allow the Contractor time to shift workers accordingly.

All Contractor supervisory personnel shall have successfully completed, as evidenced by certificate, a formal food service sanitation training program that meets the minimum requirements of Chapter I of the Naval Preventive Medicine Manual. Certificates shall be submitted to the Contracting Officer 10 days prior to contract start. Certificates shall be renewed annually and submitted to the COR on the contract anniversary date.

4.4.2. Inspections
The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government in accordance with inspection clause in this contract.

(a) Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including Preventive Medicine personnel.

(b) The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests/inquiries for information, inspection or review findings by regulatory agencies

4.4.3 Sanitation Inspections
The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

Each food service facility shall be subject to periodic inspections conducted by Navy Environmental and Preventive Medicine Unit (NEPMU). NEPMU inspections are designed to detect violations of food safety and sanitation standards, and to ensure that the mess halls are managed in a safe and sanitary manner. NEPMU sanitation inspections assess violations of food safety and sanitation standards as either a Critical, or Non-Critical Violation. Appropriate corrective action must be taken to correct any stated violation in accordance with timelines stipulated in the NAVMED P-5010-1 Tri-Service Food Code (TSFC).

In addition to inspection of contractor performance by the COR/ACOR, The Government will also perform inspections from W.P.t Hill Inspection Team, Western Pacific Food Management Team (WPFMT), Marine Corps Installation Pacific (MCIPAC) Technical Inspections, and Base Food Service, Hawaii Quality Assurance Evaluations (QAE). These inspections are performance based, and the Contractor shall comply. Defects or discrepancies will be reported to the COR/ACOR in writing (24) hours after the inspection. A Government inspection checklist will be provided to the Contractor by the Government.

A description of corrective actions taken to correct the discrepancies is required in writing to the COR/ACOR within three days after inspection the inspection is conducted. If the mess hall receives a total score less than 85% the Contractor shall immediately notify the COR/ACOR verbally upon completion of the sanitation inspection.

4.4.4. Food-Borne Illnesses
In the event of an outbreak or possible outbreak of food-borne illness, the Government will conduct a thorough investigation of the cause of the outbreak. This will require unrestricted access to employees, mess halls, food

storage areas, and equipment for the purpose of microbiological testing and screening in accordance with NAVMED P-5010-1 Tri-Service Food Code (TFSC).

The Contractor shall immediately notify the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness. When a food-borne illness is suspected, food shall not be discarded until directed by the local military medical authority.

The Contractor will not be reimbursed for costs or expenses incident to a food-borne illness, when the Government investigation of a food-borne illness, or suspected food-borne illness, where the illness is caused by the Contractor.

4.4.5. Pest Control

The Government will be responsible for the application of pesticides, if such treatments are deemed necessary. The Contractor shall provide the necessary management and labor resources required to safeguard mess hall personnel, mess hall patrons, and mess hall property from contamination that might result from the application of pesticides in the mess halls.

If insecticide fogging is deemed necessary by the Government, the Contractor shall comply with all local guidance that pertains to any pre-fogging and post-fogging actions required in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC).

4.5. Consequences of Contractor's Failure to Perform Required Services

The Contractor shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or non-performed work. The Government reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

(a) Surveillance Methods: The Government may apply any surveillance method considered reliable to determine Contractor compliance. These include, but are not limited to, 100% inspection, random sampling, and planned sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions may be taken for all observed defects.

(b) Procedures: In case of unsatisfactory or non-performed work, the Government:

(1) May give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) May, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. Corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) Shall deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily completes the work. In addition, the government can assess liquidated damages as referenced above, in the amount of 20 percent of the value of all observed defects.

(4) May, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the

deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

(c) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(d) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.212-4, "(contract terms and conditions-commercial items)" of this contract and all other remedies for termination for cause as may be provided by law.

4.5.1. Estimating the Price of Non-Preformed or Unsatisfactory Work

Deductions may be taken for non-performed or unsatisfactory work. If the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimated methods may be used. Other estimating sources may be utilized to estimate the cost of non-performed work or the costs, which would be incurred in remedying unsatisfactory work. The Government may estimate the cost of using wage rates and fringe benefits included in the wage determinations or Collective Bargaining Agreement (CBA), which are included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the nonperformance or unsatisfactory performance, may also apply.

5. Marine Corps Food Information Management Information System (MCFMIS)

The Contractor shall provide sufficient personnel to support the Marine Corps Food Management Information Program. The Government will provide subsistence for authorized DOD members to subsist.

The Contractor shall manage and analyze all transactions on daily reports generated by MCFMIS, in the daily folders and is responsible for generating the Quarterly and Fiscal Subsistence Operational Analysis Report (SOAR). The SOAR report consists of all financial activities within the quarter, memorandum of meal authorized by man-days, monthly man-day fed report, cash collection receipt balance, computation of basic daily food allowance, financial statement report.
The Contractor shall complete filing of all transaction reports generated from MCFMIS and STORES web. The Contractor shall monitor all DLA Installation Support at Philadelphia price changes, and additional and subtractions of subsistence items to catalog, and inform the mess hall manager of all changes.

The Contractor shall serves as an assistant to the Mess Hall Manager. The work consists of a series of procedural and substantive steps which vary in nature and sequence. The contractor serves as central source of information concerning clerical functions assigned. Works includes the containing opportunity and development for independent thinking, without precedents or guides in the planning and development of procedures and work methods. The work required a good knowledge of the organization's program and operations as well as a thorough knowledge of regulations and directives governing the administrative phases of the function to which assigned.

The Contractor shall preform clerical and administrative work in support of the food service facilities daily operations. The Contractor shall prepare letters, reports, and other administrative documents for the Mess Hall manager's review, signature and forwarding to higher headquarters.

The Contractor shall manage all office files. The Contractor shall use all other programs within the database software or prescribed by the Government. The Contractor shall mange the production of all meals using menu-planning programs.
The Contractor is responsible for ordering all subsistence items for use in the food service facilities in accordance with the Marine Corps Base Hawaii Master Menu. The Contractor shall analyzes all inventory and usage data to properly order subsistence items within authorized quarterly budget, set by the Government.

The Contractor shall maintain accountably of all subsistence items by conducting a weekly inventory.

5.1. Food Service Storage and Warehouse

The Contractor shall provide sufficient personnel to support all area of Food Service Storage and Warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and required paperwork documentation.

The Contractor is responsible for ordering all items for use in the food service facilities.
Equipment and Property duties involve delivery, pickup, and issue of food service equipment, property, and supplies. The Contractor shall ensure applicable documentation and paperwork is correct and complete. Maintain property warehouse in accordance with standard supply procedures, maintain cleanliness of facility, and conduct monthly physical inventory of stock items.

Food Service Storage/Subsistence duties involve delivery, pickup, issue, inventory, and staging of individual subsistence items. Ensure accurate rotation of stock, accountability, sanitation, and applicable documentation are established and maintained.

The Contractor shall operate all light automotive vehicles 4-ton capacity. The Contractor shall preform all operator's maintenance, maintain cleanliness of vehicle, and adhere to all applicable Motor Transport regulations while performing functions. Such as maintaining an accurate Motor Transportation Operator (MTO) trip ticket, operator service record, and in case of accident; fill out and complete driver's accident reports. The Contractor shall meet appropriate vehicle licensing requirements in performance of duties.

5.1.1 Storage
Containers of food, (except pre-mixed beverage containers) shall not be stored on dunnage or shelves less than (6) inches above the deck or under exposed/ unprotected sewer or water lines (except for automatic fire sprinkler heads). Carbon dioxide containers shall be individually securely fasted during storage. Cleaning supplies, insecticides, and other like items shall not be kept in food preparation or food storage areas.

The Contractor shall issue, inventory, and maintain stock levels of required supplies in performance of this contract. The Government will provide a list of the required supplies that will be stocked (example: paper products, foil, plastics, trash bags, minor property, etc.) Upon request, the government will provide all required supplies in accordance with current orders and regulations.

5.1.2. Subsistence Handling
The Contractor shall receipt for all prime vendor delivered items and visually inspect 100% of items received for deterioration or damaged and physically check temperatures on all refrigerated and frozen foods for compliance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor will inform the Government when receiving personnel reject items that appear damage or not delivered at the proper temperature as specified in the TSFC. The Contractor shall use the First in first out (FIFO) method; this method is outlined in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall provide a daily inventory on all subsistence items in the food service facilities, while maintaining an issue control log book.

5.2. Cashier/Meal Verification Supervisor Services
The Contractor is responsible for collecting funds generated from the sale of meals in the food service facilities and relinquishing funds to the Government as prescribed herein. The Contractor shall provide sufficient cashiers and alternate for recording and accounting for customers entering each mess hall and plating food consumption. All cashiers and alternates shall be appointed in writing by the Contractor Project Manager along with a DD form 577 on file, and must be in possession of a valid Common Access card (CAC). When it is necessary to appoint a new cashier, the COR/ACOR shall be notified in writing by the Contractor Project Manager no later than (3) days prior to the new appointment occurring. The Point of Sale (POS) is the primary method, while the Cash Meal Payment Sheet NAVMC Form 10298 will be used as the alternate. This are the only authorized methods to collect, identify, and account for customers who pay cash for their meals. The POS and Cash Meal Verification Record, are the only authorized methods for identifying and accounting for personnel authorized to subsist at government expense, and those personnel in a cross service or payroll deduction status.

There are a total of (5) Point of Sale systems, (3) are located at each serving line at Anderson Hall, (1) is located in the back office of Anderson Hall, Bldg. 1089, but can be moved to the serving line during known times of increased patrons, and (1) is located at the Flight-Line, bldg. 144. A minimum of (5) cashiers with a valid appointment letter and CAC will be available during all meal periods in order to log-on to the POS system and to perform services/functions associated with cash collection and accounting for personnel fed.
The Contractor is responsible for providing credit card machines, a minimum at one per each food service facility. These machines will need to be in compliance with MCBH rules and regulations.
The Contractor shall maintain a steady flow of patrons through the POS to correspond with all serving line flow rates. The Cash Collection agent will provide special instructions as different occasion are presented.
The Contractor shall ensure all checks received from customers for payment of meals (group/block signature only) shall be made out the "U.S. Treasury".

When Cash Meal Payment Sheet (NAVMAC Form 10298) is used, the contractor will ensure that the form is filled out correctly; making sure all information is recorded and entered in the correct block. The Contractor is responsible for accurate total number of personnel in the group plus applicable food cost/surcharge is shown in the signature column and the extended price is shown in the food cost column of the NAVMC Form 10298. For block signature, the person in charge of the group will make (1) line entry on the NAVMAC Form 10298 and cashier will ensure to attach supporting documentation/roster. The Contractor shall ensure the authorization, stating total number of person in group and length of time the group is authorized to purchase meals, is attached to both the original and retained copy (green) of the NAVMC Form 10298 at the Food Service Facilities.

The Contractor shall check/verify all customer authorization letters, CAC, or military Identification in the performance of collecting cash and accounting for meals provided to authorized customers.
The cashier will turn over all mess hall funds collected with the supporting cash meal payment sheets/supporting documentation to the designated/appointed Mess Hall Cash Collection Agent at least once each working day, or whenever the collections exceed the limit as determined by the installation commander, or prior to leaving the Food Service Facility. Cahier's monetary limits must be in writing and cannot exceed the limitation established by the Installation Commander. The monetary limits will be provided by the Government.

The Government will audit all Contractor meal counts a minimum of once each calendar month. The Government Quality Assurance Evaluators (QAE) will verify meal counts documented by the Contractor on the Cash Meal Payment sheets, Meal Verification Records, MCFMIS and the Contractors billing invoices to the Government.

6. Provide Meals in a Timely Fashion
The Contractor shall manage the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered. The expectation should be that a patron would willingly wait for an advertised cook-to-order product that delivers a quality outcome, but would not expect to wait for main-line menu options that are prepared in progressive environments designed for speed of service.

6.1. Food Preparation and Serving Requirements
The Contractor shall be responsible for providing sufficient personnel to prepare products, service, and support: Main line(s), Specialty line, Snack line, Flight line, and carry-out meals from the guidance of the Marine Corps Base Hawaii Master Menu. The Contractor shall provide sufficient personnel to support, prepare and serve meals in accordance with the Meal Requirements and Serving Hours provided in the PWS, with or without the assistance of Military Cooks.

Contract personnel shall obtain food from the Chief Cook/Store Room for each meal and accomplish all work as required by the Pro-Guide and Pre-Prep. All checkouts that require processing by the contractor will be issued from the storeroom not more the (18) hours in advance of the required time for use. Excess items shall be returned to the storeroom after each meal. All Food preparation will be in accordance with MCO P10110.14M and MCO P10110.42B. Only the Mess Hall Manager is authorized to change the menu.

6.1.2. Serving Lines
The Contractor shall service, maintain, and clean the all serving lines, and the patron self-service areas. The Contractor is responsible for proving serving line(s) services including line setup, meal serving replenishment, tear

down and cleanup. The Contractor shall use separate utensils for each food item served. When not in use the utensils will be stored clean, dry, and protected from contamination.

The Contractor shall move full serving containers to serving lines and remove empty containers. The Contractor shall maintain proper temperatures on the serving lines per NAVMED P5010-1 Tri-Service Food Code (TSFC). Set up and closing of serving lines will be in accordance with Food Service Production Log, additional breakdown of serving lines will not occur earlier than (15) minutes after the end of the meal period. All food not discarded from hot serving lines shall be placed in hot boxes or designated areas. Cleaning of serving lines shall be completed within (60) minutes after the lines are broken down.

The Contractor shall relish serving lines as necessary to ensure availability of food items to patrons through the meal period. Food Items will not be poured or exchanged between containers on serving lines. Like food items will be replenished by exchanging filled for empty containers. The Contractor shall report any shortages of items on any serving line to the Government prior to depletion.

The Contractor will re-supply food in holding or storage areas such as hot or cold boxes so contractor personnel can replenish the serving lines. The Contractor is responsible for having replacement items readily available.

Cleanup of serving lines includes glass, Plexiglas guards and covers. The Contractor shall clean spills on the serving lines as they occur. The Contractor shall drain all water from hot serving lines and remove ice from cold serving line. Cleaning of the interior and exterior of serving lines shall be done after each meal. All rust and scales shall be removed daily.

6.1.3. Garnish

The Contractor shall prepare relish and garish items according to standard recipes. All serving lines will be properly garnished for all meal periods. The Contractor may provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.

The Contractor will cut, garnish and place pastries and desserts on the serving line(s). The Contractor shall replenish the pasty and dessert items as needed throughout the meal period(s).

6.1.4. Self Service

The Contractor shall service, maintain, and clean the patron self-service areas.

All spills, food debris, or liquids shall be cleaned up within (5) minutes of occurrence.
The Contractor shall clean toasters and microwaves after each meal by removing food particles, spots, fingerprints, smudges, grease, and other foreign matter. The toasters shall be cleaned inside and out after every meal.

6.1.5. Salad Bar Menu

The Contractor shall process fresh fruits and vegetables. Processing includes washing in potable water; sorting; culling and trimming of damaged inedible portions from fresh fruits and vegetables. Processed waste from each like item may be weighted by Government personnel. After weighting, contractor personnel shall discard all waste in accordance with disposal instructions. Fresh fruits and vegetables shall be prepared not more than (18) hours prior to use. Prepared vegetables shall be placed in storage containers, labeled, dated and refrigerated.

6.1.6. Fitness Menu

The Contractor shall provide a self-service as prescribed in the Fueled to Fight (F2F) program and Marine Corps Base Hawaii Master Menu. The fitness bar items may be integrated with salad bar items if sufficient space is not available to display the fitness bar items separately.

The Contractor shall provide the Fitness Menu at (1) Anderson Hall Bldg. 1089, and (2) Flight Line bldg. 144.

6.1.7. Beverage Service

The Contractor shall service beverages dispensers so that all required beverages will be available throughout scheduled serving hours. The Contractor shall monitor beverages and dispensing equipment during serving periods, and ensure beverage dispensers are operational before each meal period.

The Contractor shall service milk dispensers so that a choice of white and chocolate milk will be made available throughout scheduled serving hours. The Milk dispensing machine shall be maintained within a temperature in accordance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall trim milk-dispensing tubes 1/4-inch from the splash face of the handle to the tip with protective plastic film removed and at a 45-degree angle when the container is placed into use. Bulk milk dispensers shall be deforested and cleaned when frost accumulation id 3/8 inch or more.

The Contractor shall ensure atomic coffee dispensers are ready for patron service not than 15 minutes prior to meal periods. Dispensers will be replenished with coffee as required.

The Contractor shall clean all beverage dispensers inside and out to include the gaskets, seals, couplings, and other parts daily and/or per the manufactures' directions. The seals may require soaking.

6.1.7.1. Ice Distribution

The Contractor shall provide ice manually from the ice dispenser located elsewhere for patrons when ice-dispensing equipment is not operational on the serving lines.

The Contractor is required to clean preform maintain Maintenance and Clean Ice Dispensers per the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall remove all ice from the storage compartments and clean the interior of all ice making machines not less than weekly. Exterior surfaces of ice making machines shall be wiped clean to remove hand and fingerprints, dirt, dust, and water spots.

The Contractor shall thoroughly clean the exterior and drain trays of ice dispensers after each meal period. The interior and exterior of ice dispensers will be emptied and cleaned.

6.1.7.2. Condiments

The Contractor shall provide condiments for each meal in accordance with menu requirements listed in the Marine Corps Base Hawaii Master Menu. Sugar and sugar substitutes shall be available in individual packages or in pour-type dispensers.

Condiments containers must be cleaned after each meal, to include wiping down of the bottles and cleaning the bottle caps. The Contractor shall empty, wash, rinse, and dry all condiment containers every Friday. Containers shall remain empty to air dry and be refilled prior to Saturday morning Breakfast meal.

The Contractor shall ensure that salt, paper and sugar condiments and napkins are available to all customers without waiting. Exterior of salt, paper, sugar, and napkin dispenser shall be cleaned after each meal and refilled, or during the meal as required.

6.1.8. Pastry and Dessert Service

The Contractor shall prepare rolls, muffins, eclairs, pies, cakes, and other pastries including icing and frosting according to established recipes. The baked goods shall be freshly baked for each meal. The Contractor shall cut Pastries or desserts into portions (serving service) according to the production worksheet.

The Contractor shall garnish individual pastry and dessert with garnishes. The Contractor shall transport dessert and pasty items to serving lines or display cabinets and relish as required throughout the meal periods.
The Contractor shall place assorted bread, waffles and English muffins on serving lines as directed by the Marine Corps Base Hawaii Master Menu during all meal periods.

The Contractor will replenish all breads as necessary to ensure availability to patrons throughout the meal period.

The Contractor will fill and relish Pastry, Dessert and Bread serving lines in compliance with the MCBH Master Menu.

6.1.9. Ice Cream Service

The Contractor shall have ice cream available throughout the serving period. The Contractor shall monitor ice cream and reach in freezers to ensure individual ice cream is available throughout the serving period.

When soft-serve ice cream is available; The Contractor shall set up and service all ice cream toppings to ensure these are available throughout the meal period.

The Contractor shall service all self-service ice cream bars.

The Contractor shall clean ice cream dispensers inside and out to include the gaskets, seals, coupling and other parts as necessary daily and/or per the manufacturer's directions. The seals may require soaking.

7. Provide Meals in a Clean and Pleasant Establishment

General cleaning shall not interfere nor disrupt normal patron service during scheduled meal periods.
The Contractor shall provide a clean table and chair during each scheduled meal-serving period to each patron without waiting. Patrons will perform self-bussing of tables; however; the Contractor will clean the tables, chairs, and partitions with a solution of hot, soapy water, and rinsed clean after each meal and as needed during the meal periods to ensure there is no visible dirt, dust, grease, food particles, or any foreign matter.

The Contractor shall provide a steady re-supply of dishes, utensils, condiments and supplies to all serving areas. Essential cleaning may be accomplished in dining areas while patrons are eating. The contractor shall cleanup those areas affect customer service to include appearance of the dining hall.

7.1. Material Handling

The Contractor shall assist the Government by complying with the base-recycling program. This may require segregating reusable/recyclable waste material by type. The government shall retain ownership of all reusable waste materials. Non-reusable waste materials (trash and garbage) will be removed from the facility by a government-approved method.

All refuse/trash and garbage accumulated during food preparation must be removed to a government-designated location after every meal and closing of the facility.

The Contractor shall not discard grease, oils, or fats used for cooking into dumpsters. The Contractor shall maintain these items in covered containers provided by the Government. The Contractor shall store grease containers in a designated area. Grease cans shall not be filled to more than (12) inches from the top.

The Contractor shall thoroughly clean garbage containers and covers with hot water and detergent daily. Technical guidance will be provided by the COR/ACOR.

The Contractor shall police the dumpster area including the grounds and access routes on a daily basis to maintain the area free of trash, littler, and debris.

The Government will be responsible for disposal.

7.2. Cleaning and Housekeeping

The Contractor shall comply with the standards outlined in NAVMED P-5010-1 Tri-Service Food Code (TSFC) for food preparation and storage areas, and all other operational areas. The Cleaning, housekeeping, and amenities plan shall be submitted in writing and must be approved by the Contracting Officer within 14 days before the contract start date.

The Contractors Cleaning, Housekeeping, and Amenities Plan shall address at a minimum for Before, During, and After meal periods for the following: equipment; floors; outside and adjacent areas, includes any area within

approximately 50 feet of the food service facilities. Proper execution of this plan shall ensure mess halls and mess decks are maintained to support the patrons clean and pleasant dining experience.

The Contractor shall ensure that a pleasant environment is maintained and is consistent with that found in a first class dining establishment and is reflective of the units pride and Esprit-De-Corps.

Amenities may be considered holiday themes and decorations; menu boards or displays; tables signage; and/or branding concepts; all amenities provided shall be at the Contractors expense.

7.3. Exterior Cleaning

The Contractor shall sweep and clean in and around entrances, exists and sidewalks, after every meal, to maintain a neat and clean facility appearance at all times. Cleaning includes removing all paper, trash, and cigarette butts from the area. All entrances, exists, storm drains, and sidewalks leading to and from the food service facilities must be free of any foreign debris prior to and throughout each meal period. The Contractor shall empty, clean and reposition all cigarette ash receptacles (butt cans) as required.

The Contractor shall sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. The contractor shall hose down and scrub the pavement areas in front, alongside and in rear of the food service facilities once per day. The dumpster pad area and loading dock will be scrubbed with hot soapy water and rinsed with water once per day. The fly-fans will be dusted and cleaned at a minimum of once per week, to prevent buildout of dust and dirt. Loading dock shall not be used to store garbage, refuse, empty jars, cans or equipment.

The Contractor shall clean all windows and screens so that they are free of dirt, water spots, steaks, smudges, and foreign matter at least once a week. This shall include the louvers and screens in the food service preparations areas. Windows and screen shall be cleaned inside and out to include frames. The Government shall provide a ladder to accomplish this work. This work shall require the contractor to go above 10ft off the ground.

The Contractor shall remove, clean and return all garbage and trashcans from area in the food service facilities during the day's operation, to prevent accumulation of empty boxes, cans, trash, or garbage within the Mess Hall.

Additional maintenance, weather, traffic or other conditions may demand addition cleaning or maintenance by the Contractor to keep grounds clean or provide safe access to the facilities.

7.3.1. Exterior Ground Maintenance

The Contractor shall create a pleasant outdoor environment for the all Anderson Hall and the Flight Line Facility. The Contractor is responsible for the care, landscaping and grounds surrounding the food service facilities within (20) feet. The Contractor shall provide sufficient tools, and personnel in order to preform: planting flowers, mowing, pulling weeds, trimming shrubs//bushes, organizing exterior equipment, cleaning drains, and maintaining the outside of the food service facilities in a good state of police. The Contractor shall keep all ground mowed to no more than (3) inches tall. The Contractor shall water any additional plants as required. The Contractor shall rake, mulch, and prune the grounds as needed.

The Contractor shall clean the exterior of the building, monthly or as required due to weather, or debris. The Government will provide a pressure washer to help accomplish this work.

The Contractor is responsible for the cleaning and maintenance of picnic tables, and butt cans.

The government shall be responsible for replacement of picnic tables, and butt cans.

7.4. Interior Cleaning

The Contractor shall spot clean all walls, baseboards, windows, window ledges, doors, and door frames to remove all finger prints, smudges, stains, spills, splashes, and prevent accumulation of dust and dirt, at a minimum of once a week. Mold and mildew shall not be permitted to accumulate on any type surface in high moisture areas.

The Contractor shall dust trophies, sport memorabilia, and display cases weekly. Glass panes, inside and out, shall be cleaned daily to remove hand and fingerprints, smudges, dust and dirt.

The Contractor shall polish all metal surfaces that require polishing on a weekly basis to maintain a clean and bright state. A properly polished surface is free of streaks, tarnishes and polish residue and presents a uniformly bright appearance.

The Contractor shall clean and sanitize all restroom and locker rooms for the food service facilities. Restrooms and locker rooms shall be kept clean and policed of all debris after each meal period. The Contractor shall keep all paper towels, toilet paper, and hand soap dispensers supplied at all times. All dispensers shall be wiped clean when refiled. Spot-check restrooms during meal times to ensure tidiness and supplies are stocked. De-scale toilets and urinals once per week. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces.

7.4.1. Floor Cleaning

The Contractor shall preform spot cleaning during the meal periods. Spot clean floors to remove food spills and debris.

The Contractor shall clean floors so that no visible dirt or dust remains on floors, floor mat or runners, in corners, behind doors, or under furniture and equipment. So not place chairs on tables at any time except when floor waxing is required. Cleaning shall be done in such a manner that no excessive dust is raised. When cleaning floors with a wet solutions a safety "wet Sign" will be placed in all visible areas during cleaning and until floors are completely dry. The Government will provide "Wet Signs"

The Contractor shall remove all "scuff marks". Floors shall be cleaned in sections and at no time shall excessive amounts of water be used or allowed to accumulate during the cleaning process.

No wax is to be applied to ceramic tile, quarry tile, or concreate terrazzo floors. The Contractor shall buff or spray all dining area floors daily to maintain a high gloss finish. The Contractor shall follow the manufacturer’s instructions when apply wax. The Contractor shall preform floor waxing at least once a month, after normal operating hours. Generally, waxing is performed from 1900 hours until completion.

The Contractor shall remove all dirt and deposits of old wax using wax stripper. A stripping operation shall be considered completed when all traces of old wax have been removed. The floor is then cleaned, re-waxed and re-buffet. Floor stripping is required when wax build up causes floor discoloration, or any inconsistences to the surface of the floor due to old wax. Floor stripping will be performed upon request by the COR/ACOR within (72) hours notification. Floor stripping will be reimbursed utilizing the "additional services" form.

The Contractor shall clean the throats and covers of all floor drains and ensure that all drains remain unclogged at all times. Drain openings shall be covered with drain covers. Drain covers and drains shall be cleaned daily to remove dirt, scum, slime, mop strings, residue and other foreign matter after each meal period.

7.4.2. Dishwashing Service

The Contractor shall provide a minimum of (3) personnel per scullery for proper dishwashing operations during and after each meal periods. The Contractor shall clean interior and exterior surfaces of dishware dispensers, try racks and carts at the end of each meal period. The requirement includes carts used to transport dirty dishes to dishwashing areas. The Contractor shall sort all dishware and utensils according to size and shape prior to racking. Separate racks shall be used for articles of different types, e.g., cups, plates, bowls, and glasses. The Contractor shall return all dishes and dinnerware to their respective storage areas after each meal. Clean dishware, trays and flatware shall be free of all visible signs of food, food residue, grease, soap film or other foreign matter.

The Contractor shall immediately notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained. In the event of a mechanical failure during the meal service, the Contractor shall notify the COR/ACOR and Mess Hall Manger who will determine how feeding requirements will be met for the remainder of the meal period. The Contractor may perform dish washing by hand.

When the dishwashers are inoperable, the Contractor may use Government furnished plastic ware, paper plates, cups as a laborsaving means and to meet sanitary requirements until automatic dishwashing equipment can be restored. In the event that adequate amounts of potable hot water cannot be obtained or a mechanical shut down occurs preventing automatic dishwashing procedures, the Contractor shall perform manual dishwashing following procedures in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall scrape and pre-flush dishware, cookware, and utensils before placing in dishwashing machines. At no time shall any patron be required to remove trash or scrape garbage or trash from their tray, dishware, or utensils.

In the event that adequate and suitable amounts of hot water cannot be obtained to accomplish automatic or manual cleaning, the Contractor shall immerse for a minimum of (1) minute in a chlorine solutions all trays, dishes, glasses, flatware and utensils which have been washed and rinsed free of detergent as specified in the current edition of the NAVMED P5010-1 Tri-Service Food Code (TSFC). The solution shall be provided by the Government and prepared by the Contractor.

Upon advance notification or due to a sudden increase in patrons, the Contractor shall use both dishwashing areas. Such examples of this would be during special meals where numbers are expected to exceed 2,000 in a single meal period or when it is deemed necessary to increase the return flow of dishware to the patron service.

7.4.3. Pot/Pan Washing

The Contractor shall drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals after each meal and prior to closing for the day. Dishwashing machines shall have sustains, spray arms, trays, and other removable parts removed, cleaned, and air-dried. The removable parts and the interior surfaces shall be free of grease, smudges, food particles and other foreign matter. Exterior surfaces shall be wiped clean after each meal. Lime and scale deposits shall be removed weekly. The Contractor shall clean all types of utensils after each meal if Manual Pot Washing has to be used, due to power/hot water outage.

The Contractor shall complete the entire dishwashing operations no later than (90) minutes after the conclusion of each scheduled meal period and prior to closing the mess hall for the day's operation. All dishwashing machines will be assembled and capable of immediate operation regardless of the number of meals fed or projected headcount. The Contractor personnel loading dirty items in the dishwashing machine shall not be the same person unloading clean items from the machine.

The Contractor shall clean and sanitize cooking and serving equipment, pot, pans, and equipment used to transport food to other feeding locations after each use, this includes items generated by the Night Cooks (if used). The Contractor is responsible for cleaning oven and conveyor toasters racks twice per week, when the patron flow is lowest. Pots, pans, and utensils shall be transported to designated storage areas upon cleaning. Items shall not accumulate throughout meal preparation or serving periods.

The Contractor shall clean the pan washing room or area, to include racks and shelving, after each meal, and prior to the next scheduled meal prior to closing the mess hall for the day. Cleaning of pots, pans, etc. shall be accomplished as specified in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

7.4.4. Equipment Cleaning

Properly cleaned equipment shall be free of all food spills, dirt, mildew, rust, grease, and other foreign matter. The Contractor shall thoroughly clean food serving equipment, tables, and work area immediately after use. The Contractor shall clean all beverage and food dispensing equipment including but not limited to; shelves and stands, dish dispensers, flatware dispensers, dish racks, ice dispensers, milk machines, coffee machines, ice cream machines, soda machines, pastry display cases, and water fountains after each meal. Nozzles and other removable parts and drains shall be disassembled, cleaned, and replaced. Contractor shall ensure that all gaskets on, but not limited to, ice making machines, refrigerators, freezers, ice cream cabinets and pass through boxes, are cleaned using a bleach solution to remove and retard growth and accumulation of mold and mildew.

The Contractor shall clean the interior of ventilating hoods, located over the grills on serving lines, after each use. A properly cleaned hood shall be free of grease, dirt, dust, foreign matter, streaks, and finger prints. The Contractor shall remove and thoroughly clean all removable grease filters weekly. After washing the filters shall be dried and replaced.

The Contractor shall clean "pass through" and other types of food holding spaces (hot and cold boxes), inside and outside after each meal. This requirement includes the racks and shelving used for food storage in the box or space. The Contractor shall thoroughly clean all "walk-in" refrigerators, and freezers, interiors and exteriors daily, with spot cleaning required as necessary. Cleaning includes scrubbing of walls, floors, shelves, and storage racks. The Contractor shall be responsible for removing then returning the food items to their original position after cleaning. The Contractor shall operate and clean the vegetable peeling machines.

7.4.5. Furniture

The Contractor shall physically move dining room furniture for meetings groups, and regularly scheduled cleaning. After event the Contractor shall return furniture to its original location or as requested by the COR/ACOR. The frequencies of these functions vary each month. The Contractor will be notified by the COR/ACOR (24) hours prior to the contractor being required to rearrange the furniture.

8. Food Preparation and Serving Equipment (FPSE)

The Government will provide limited workshop spaces for the FPSE services under this contract. Additionally, once approved by the COR/ACOR, the Government will absorb the cost of repairs and services provided by a third party due to the Contractor not possessing the resident technical expertise to repair and maintain FPSE.

8.1 Sustainment of Government Furnished Property

The government will provide without cost to the Contractor, the facilities, fixtures, equipment, supplies, and services as specified in the contract. Government property described in this section shall be used only in the performance of this contract. The Government will furnish the facilities and equipment for use by the Contractor in performing the requirements of this contract.

8.1.2. Government Furnished Property

Prior to contract start date, the contractor and the COR shall conduct a joint inventory of mess halls facilities to be used by the contractor to determine facility condition and note any discrepancies. The Government will make available the facilities. No alterations to the facilities shall be made without specific written permission from the Contracting Officer. The Contractor shall return the facilities to the Government in the same condition as received. Fair wear and tear and approved modifications accepted. Any damages after the contract start-up date that are not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor. Upon contract completion, extension, or termination, a joint inventory shall again be conducted by the Contractor and the COR. Any losses/damages identified by this inventory, determined to be beyond normal wear and tear, shall be reimbursed to the Government by the Contractor.

8.1.3. Government Furnished Equipment

The Government will furnish the equipment listed as Government Furnished Property, in an “as is” condition. The Government may replace equipment when it is no longer useable for its intended purpose. The Food Service Officer will provide disposition instructions for items beyond repair. The Government may install new equipment at any time during the period of the contract.

The Contractor and a Government Representative shall conduct a joint inventory for all Government furnished equipment at the start of the contract. The Contractor shall provide a receipt to the Government for all such equipment. If the Contractor does not participate in the inventory, the Contractor must accept the stated condition of equipment provided by the Government. The Contractor and the Government Representative shall jointly determine the quantities and condition codes of all items and equipment. Upon completion of the initial inventory, the Contractor shall receipt for the quantities verified on the inventory listings. Any losses/damage after contract the start-up date, not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor.

8.1.4. Government Furnished Supplies

The Government will provide all materials and supplies. At the end of the contract period or extension of the contract, the Contractor and a Government Representative will conduct a joint inventory within 48 hours of contract expiration/termination. The Contractor shall reimburse the Government for any losses for unserviceable expendable equipment and supplies below 100 percent with an established allowance of 10%. The current replacement value of these items shall be determined by the COR.

The Contractor shall maintain adequate Government Furnished Supplies on hand in the mess hall at all times. Supplies are adequate when they are available in the mess hall in sufficient quantity to perform work requirements. The project manager shall notify the COR when adequate Government Furnished Supplies are not available in the mess hall to complete satisfactory services.

Tablecloths. The Government may furnish tablecloths daily and for special occasions. Tablecloths shall be placed on the tables and removed by Contractor personnel as designated by the COR or Mess Manager. The Contractor will provide all laundering service for tablecloths.

8.2. Additional or Replacement Equipment

The Contractor shall submit requests for additional or replacement equipment/supplies to the COR. Only equipment determined by the COR to be necessary in the performance of the contract shall be provided by the Government. The Contractor may use other equipment at the Contractor's own expense.

The Contractor shall be responsible for maintaining property records IAW the Government Property Clause of this Contract.

The Contractor may, with written permission of the COR, install equipment, time clocks, fixtures, and furnishings in Government facilities. These items shall be marked to identify Contractor ownership, be readily removable, and the installation, maintenance, and removal costs, to include the cost to return the facility to its original condition, shall be borne by the Contractor.

The Contractor shall establish and maintain a system in accordance with the Government-Furnished Property clauses in the contract, to control, protect, preserve, and maintain all GFP in mess halls. The property control system shall be submitted in writing and must be approved by the Contracting Officer within 14 days after the contract start date.

The Contractor shall prepare and submit to the COR requests to adjust equipment records when changes to Government equipment occur, such as losses or replacement. The Contractor shall report the loss, damage or destruction of Government property verbally to the COR upon occurrence and follow-up notification in writing within 5 days. Loss, damage and destruction of Government property or equipment due to negligence of contractor employees shall be reimbursed to the Government from the Contractor.

Monthly Minor Property Inventory. Not later than five (5) days before the end of each month, the Contractor shall receive a Monthly Minor Property Inventory form from the local Food Service Officer. Contractors shall set-up and display all minor property items in a central location to permit a joint inventory with government personnel. Time and location is to be coordinated with COR/ACOR.

The Government and Contractor shall conduct a joint minor property inventory on the last day of each calendar month using the Minor Property Inventory. The Contractor shall submit the original copy to the local Food Service Officer within five (5) working days following the last day of each calendar month.

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

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

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

8.3. Warranted Items

Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Contracting Officer and/or Base Food Service Officer. All defects in marginal workmanship, defective parts, or improper installations and adjustments found by the Contractor shall be reported to the Contracting Officer and/or Installation Food Service Officer so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties.

8.4. Shut Downs and Service Calls

Prior approval shall be obtained from the COR/ACOR, except in emergencies, for work requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment. All such requests must be submitted at least 72 hours in advance. In cases where shutdown is necessary, the Contractor shall coordinate the shutdown with the COR/ACOR or other designated representative in the Food Service Facilities.

In the unusual event that service calls are required after normal working hours, labor hours will be billed via the "Request/Confirmation of Additional Services" form and forwarded to the COR/ACOR for approval. The limitations of this paragraph do not apply to repairs required to correct damage caused by the Contractor.

The Contractor shall perform service call work as necessary to determine the cause of system and equipment malfunctions, eliminate the cause (s), and restore the system or equipment to satisfactory working condition.

Service Call Response Times. The government or alternate representative will determine the classification and response time required for service call repairs.

If the Contractor and the Government points of contact determine that the equipment is beyond economic repair, the Government will enact a replacement plan.

8.5. Maintenance and Repair

The Contractor shall perform required (minor and major) maintenance in accordance with manufacturers operating and instruction manuals instructions listed on all equipment under this contract as further described below. The contractor shall schedule and perform required equipment maintenance between meal periods to minimize customer impact. The contractor shall provide all materials and supplies necessary to perform required maintenance.

Minor maintenance includes cleaning, adjusting, and lubricating equipment as well as, tightening nuts, bolts, and screws and other operator maintenance generally recommended by equipment manufacturers. This also includes calibration of scales, ovens, grills, and deep fat fryers.

Provide major maintenance on food service and preparation equipment of all Government-furnished equipment listed on the current Sterilized Government Furnished report and replacement of component parts.

The Contractor shall maintain and repair all walk-in and reach-in type refrigerator units in all mess hall as outlined below: Interior walk-in (built in) refrigeration units are considered Class 2 property by the Government and are considered part of the facility. Therefore, the Contractor shall only maintain and repair walk-in unit handles, door closures (hydraulic or otherwise), hasps, and hinges. The remaining portion of these units will be maintained by the Government.

The Contractor shall maintain and repair the entire box to include compressors. The Contractor shall abide by EPA Ozone Depleting Substance (ODS) regulations when servicing these units.

The Contractor shall maintain and repair all reach-in type refrigeration units in the mess hall(s). These units could include salad room and galley reach-ins, fast food/carry-out reach-ins, chest-type ice cream cabinets, etc. This repair may require servicing of compressors and other components containing Ozone Depleting Substance (ODS). The Contractor shall abide by EPA regulations when servicing these units.

Connect and disconnect all utility lines to the FPSE equipment at the source point when required and shall provide maintenance for the utility line connection, when applicable. The contractor shall not perform maintenance on the facility itself but refer any problems to the COR/ACOR. The Contractor shall identify all food preparation and serving equipment replacement parts, to be ordered by the government.

During the term of the contract, the Government may replace, renovate, or improve equipment, systems, and components at the government's expense and by means not associated with this contract. All replaced, improved, updated, modernized or renovated equipment, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. This excludes equipment that is added into the contract in accordance with new equipment line items. In these line items, a list of new equipment that requires service will be provided to the Contractor 90 days in advance and a price for the adding of this equipment will be negotiated by the Government and the Contractor.

The Contractor may, with written permission of Base Facilities install Contractor equipment, fixtures and furnishings in Government facilities. These items shall be marked to identify Contractor ownership. These items shall be readily removable if necessary. The installation, maintenance and removal costs, to include the cost to return the facility to its original condition, if necessary, shall be borne solely by the Contractor. The Government reserves the right to review drawings, plans, installations and/or modifications.

The Government will request input from the Contractor and/or contract Mess Managers relative to food serving and preparation equipment for budgeting purposes. This is primarily an administrative function necessary to ensure that all food service facilities have the proper amount and type of equipment on-hand to conduct efficient food service operations. The input requested by the Government may require verbal or hand written lists and input. Generally, the minimum is once per calendar year and a maximum of four (4) times per year.

8.5.1. Maintenance and Repair Contractor Responsibilities

The Contractor shall manage the total work effort associated with the maintenance, repair and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work be in accordance with sound and efficient management practices to provide maintenance, repair, and services for FPSE located at the Food Service Facilities.

The Contractor shall perform Preventive Maintenance Inspections and Services (PMIS) under this contract on the equipment and in accordance with the procedures specified herein. Work shall consist primarily of inspection, cleaning, lubrication, adjustment, testing, calibration, and minor/major part and component replacement as required to minimize malfunction, breakdown and deterioration of equipment; and the identification and performance of any repair required to bring the equipment up to the manufacturers operating standards. PMIS for FPSE located for the Food Service Facilities shall be performed, and documented no less than one time monthly.

If equipment fails at anytime, the contractor is required to perform emergency maintenance and repair on the equipment to restore it to operating condition.

The Contractor shall provide all necessary services, parts and materials, and complete all repair requirements identified during the performance of a PMIS or when equipment fails.

If the cost of repair parts for a single repair exceeds $500, the Government will procure the repair part(s) and provide it to the contractor to complete the repair. This limit applies to each PMIS for each equipment system.

Excessive or repeated system breakdowns or deficiencies may be considered by the Government as an indication of unsatisfactory performance of PMIS by the Contractor. PMIS shall be performed monthly and shall, at a minimum, include all of the check points and services a specified by the manufacturer handbooks that will be located in the mess hall and maintained by Base Food Service.

The Contractor may, at its option and at no additional cost to the Government, increase the level and/or frequency of PMIS in an effort to minimize repair requirements. The Government shall provide the Contractor access to FPSE manufacturer's manuals and pamphlets.

8.5.2. Office Equipment

The Contractor shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. Computers are required, at a minimum, for the Project Manager, Production Chief, Maintenance and Repair, MCFMIS Operator, MCFMIS Clerk/Storeroom, and secretary. The computer will need to be able to meet current C-4 requirements with the capability of being added to MCEITS network.

The Contractor shall provide all necessary office and administrative supplies, such as pens, pencils, staplers, computer/printer paper, print cartridges, etc. for all contract food service facilities with the exception of Government forms.

The Contractor is responsible for all reproduction requirements necessary for the performance of this contract. The Contractor shall furnish all hand tools (e.g. hammers, pliers, wrenches, screw drivers and plumber's helpers) required for performance of self-help and Food Preparations and Serving Equipment maintenance and repair. This also includes grease and oil required for equipment preventive maintenance.

The Contractor shall perform minor repair of furniture items (tables, chairs, and partitions) including tightening of nuts, bolts, arms, and leveling labels and chairs. Furniture items requiring replacement shall be coordinated with the COR/ACOR as with Food Preparations and Service Equipment replacement.

The Contractor shall maintain stock levels of specific supplies required in performance of this contract. The Government will provide a list of required supplies that will be stocked. (For example, paper products, foil, plastics, trash bags, plastic-eating utensils, paper plates, paper cups etc.) Upon request, the government will provide all required supplies in accordance with the list of government furnished supplies.

The Contractor is totally responsible for proper security of Contractor supplies and belongings. The Government will not be responsible in any way for the Contractor's supplies, materials, personal equipment or belongings brought into Government buildings or on Government installation to perform repairs or services. This includes, but is not limited to loss and damages by fire, theft, hurricane, accident or other disaster.

The Contractor may with written permission of the COR/ACOR, install equipment, fixtures, and office furnishings providing these terms are marked to identify Contractor ownership and are readily removable. The installation, maintenance and removal costs are the sole responsibility of the Contractor. Upon removal of Contractor owned equipment, the Contractor must restore the affected portion(s) of the facility to its original condition. All cost for restoration will be expenses chargeable to the Contractor.

8.5.3. Maintenance and Repair Government Responsibilities

The Government will furnish required maintenance and repairs to all mess hall structures on Marine Corps Base Hawaii. When repairs or maintenance is needed for safe and efficient use of the mess hall, the contractor shall notify the Installation Food Service Officer or other command representatives.

Government Responsibilities under Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R). The Government will be responsible for the following work related to Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R):

(1) Removing any equipment from the mess hall loading dock condemned or replaced by the Contractor.
(2) Electrical power into the mess hall to include panel board, circuit breakers or magnetic contacts.
(3) Sewer lines from floor and wall drains of the mess hall.
(4) All gas, water and steam lines up to the source point for each piece of equipment. (Note: Source points are typically located at the walls, floors, or ceilings except for LP gas. The source point for LP gas is the outlet side of the tank regulator valve.)
(5) Repair of interior walk-in refrigerators and freezers, interior and exterior box walls, walk-in ceilings and floors.
(6) Cleaning, maintenance and repair of exhaust duct systems through the exterior outlet and exhaust fan mechanisms. The Contractor shall assist the Government by making the mess hall available to the duct cleaning contractor routinely as scheduled by the COR/ACOR which is normally once per quarter.
(7) Alterations, repairs, and maintenance to the mess hall physical plant.

The Government will furnish the contractor, upon the start of performance, with equipment manufacturers operating manuals for equipment on-hand in each mess hall. If equipment manuals are not available, the Contractor may request literature from the Base Food Service Office.

8.5.4. Government Services
The Government shall perform maintenance and repair of the items listed above in paragraph 8.5.3.

When contractor personnel realize a repair to the Mess Hall is required, the COR/ACOR shall be notified.

Police and Fire Protection. The following emergency numbers shall be available for the Contractor use while performing work under this contract. Military Police: 808-257-2123 Fire Dept: 808-257-7110
The Government will provide fire prevention lectures and security briefings for contractor personnel as required. A security briefing of all off limit areas on base will be provided at contract start date and as required (approximately 1 hour per year/employee).

Medical Emergency. The Government will provide emergency medical care only and the following numbers are available for Contractor use: Branch Clinic: 808-257-3133 Ambulance Dispatch: 808-257-7116

Office Space. Office space and furniture to assist the Contractor administratively will be provided within the Mess Hall.

Change Lockers and Dressing Space. Dressing space with lockers will be provided by the Government at no cost to the Contractor, within the Mess Hall for storage of clothing and personal items. The Government will not provide locks or keys for lockers.

8.6. Other Supplies and Services
The Contractor will provide all laundering service for tablecloths, pot holders, napkins, and Food Service Uniforms upon termination, or job relocation of employees.

The Contractor shall instruct employees in energy conservation and ensure procedures implemented are practiced.

The Contractor shall use procedures that will reduce or eliminate food waste in accordance with MCO P10110.14M, MCO P1O110.34B, and the NAVMED P5010-1 Tri-Service Food Code TSFC.

8.6.1. Commercial Telephone Service
The Contractor may request off-base commercial telephone service by contacting the Base Telephone Officer. Off-base commercial service will be installed and maintained at the Contractor's expense. Class "C" (on-base use only) telephone lines will be provided by the Government. The Contractor may obtain at their expense, Class A commercial telephone service or any additional telephone service(s) required in the performance of this contract.

The Contractor shall contact the Communication-Electronics Office, Building 505, Telephone Service Request Branch, 808-257-1492 to coordinate installation by a commercial company.

8.6.2. Personnel Protective Equipment
Contractor shall furnish all safety, and hearing protection for all hazardous areas (e.g., scullery, pot shack, and warehouse)

8.6.3. Uniforms
Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor's name.

The Contractor shall provide employee uniforms, name tags, and special-type clothing as described herein. Contractor personnel shall wear contractor-furnished uniforms during the performance of their duties. The Contractor shall provide uniforms and other special clothing necessary for employees. The type and color of uniforms for contractor personnel shall be approved by the COR/ACOR prior to the contract start date. Uniforms shall be clean, unstained, well fitting, laundered and of good repair. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor's name. Undergarments shall not be visible through the uniform.

Shoes shall be constructed so the cover the entire foot to meet safety requirements. Shoes shall be made of black leather with non-skid soles and constructed so they cover the entire foot to meet sanitation and safety requirements. Open-Toed shoes, sandals, heels higher than 2 inches, and sneakers or leather-type gym shoes shall not be worn. The Contractor shall furnish bimetallic thermometers for appropriate contractor employees (as defined by the Contractor) while performing services under this contract. Thermometers shall be accurate within +/- (3) degrees Fahrenheit. The Contractor is responsible for training employees in the proper use and calibration of the thermometers. The Contractor will use this thermometer at minimum.

All Contractor personnel shall wear nametags with the job tile and employee's last name. Identification on the tag shall be readily discernible from a distance of five feet.

Contractor personnel shall not wear jewelry to include earrings, visible body rings, bracelets, and chains. Exceptions will be a plan wedding band, and medical alert bracelets/necklaces.

8.6.3.1. Uniform Allowance
The Contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost to the employee; provided, however, that the contractor may require or permit employees to launder and maintain uniforms furnished by the contractor. If the uniforms furnished are made of wash and wear material, and may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing or commercial laundering in order to meet cleanliness or appearance standards, there is no requirement that employees be reimbursed for uniform maintenance costs.

9. Security
The Contractor shall comply with all current Marine Corps Base Hawaii security requirements.

Only citizens of the United States and Permanent Resident Aliens of the United States with a verified United States Permanent Resident Card (USCIS Form I-551) are eligible to perform work on this contract. All other Foreirn Nationals are not eligible to perform work on this contract.

Prior to employment, the Contractor must send proof of eligibility from E-Verify and a copy of Form I-551 to the Government COR for all Permanent Resident Aliens employed by Prime or Sub-Contractors.
A presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule required federal contractors to use E-Verify to electronically verify the employment eligibility of employees working under covered

federal contracts. The order and the rule reinforce Federal government policy that the Federal government does business only with organizations that have a legal workforce.
The Contractor must provide an updated E-Verify report for all employees and the additional Form I-551 for all Permanent Resident Aliens of the United States with a verified United States Permanent Resident Card prior to any employee gaining access and beginning employment on MCBH. This is an annual requirement that shall be re-submitted to the COR 90 days prior to the end of each Period of Performance beginning December 1, 2018. Failure to meet this requirement that shows compliance of all employees being eligible for employment may impact the exercising of any subsequent option years. The prime contractor and any sub-contractors shall follow the instructions in the E-Verify Supplemental Guide for Federal Contractors.
Foreign Nationals from the following countries; Iran, Iraq, Syria, Sudan, Somalia, Libya and Yemen are automatically not permitted to be employed under this contract.

Once approved, Contractor's employees will be provided a base credential that will allow them unescorted access from the main gate of Marine Corps Base Hawaii to place of employment. If contractor's employees are found at any other location other than their place of employment, they will be prohibited from working aboard the installation. Contractor is responsible to notify their employees that they shall go directly from the main gate to their respective duty station, and that they are not permitted on MCBH installation outside of their respective working hours.
At any time, to include heightened Force Protection Conditions, natural or manmade disasters, and/or any other security concern: the Commanding Officer of Marine Corps Base Hawaii has the sole authority to change MCBH's current security requirements. These changes could impact the original PWS, and the contractor's immediate compliance will be required at no additional cost to the government.

Only U.S. Citizens are allowed access to government owned and operated computer systems and information and must go through additional background checks to receive a CAC card as described below.

At no time, are foreign nationals without green card status, allowed to work on this contract.

In all cases, each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54, Employment Eligibility Verification.

In all cases, each contractor employee shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

CAC Card Requirements

Work under this contract requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) which is obtained through MCB Hawaii's Trusted Agent Sponsorship System (TASS) upon completion of HSPD-12 credentialing.
Personnel Requiring a CAC Card:

Name	Position/Labor Category
Jesus Guillen (PM)/Stockton Moragne (APM)	Project Manager (PM)/Assistant PM (APM)
LeAnna Rimerez	(MCFMIS) Operator
Ricardo Dixon	Production Chief
Contractor will provide 5 cashiers per proposal	Cashier(s)
Herman Gonzalez and Tirso Soliven	Maintenance Technician
Adriane Thomas and Patrick Garrison	Administrative Clerk(s)

Prior to the commencement of work, the employee will complete required credentialing for CAC eligibility (two options):

1. Option One - Interim Credentialing Standard. To receive a CAC under this standard, the employee must have completed an FBI Fingerprint Check that returned favorable results, and have submitted a National Agency Check with Inquiries (NACI) to the Office of Personnel Management. This standard's process is facilitated by:

a. the MCB Hawaii Command Security Manager's Office, which will provide fingerprinting and NACI submission, and interim credentialing approval.

b. the MCB Hawaii-assigned agent in the Trusted Agent Sponsorship System (TASS) who will submit the appropriate application for a CAC in TASS;

c. the MCB Hawaii DEERS ID Center, who will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

An "UNFAVORABLE" adjudication of the contract employee's investigation will result in immediate termination.

2. Option Two - Single and Final Credentialing Standard. To receive a CAC under this standard, the MCB Hawaii Command Security Manager will review JPAS for appropriate, previously completed and favorably adjudicated investigation, and continuity in federal service. If the HSPD-12 standards are met, a CAC will be authorized by the assigned MCB Hawaii Trusted Agent, and issued through the MCB Hawaii DEERS ID Center who , in turn, will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

Personnel cannot be properly processed and provided system access on their reporting date without sufficient prior coordination between Contractor and the COR to insure credentialing standards are achieved.

Upon favorable determination of credentialing, and contingent upon successful completion of all DOD, DON, and MCBH-required briefs, IT Level III Access will be granted.

All contract personnel requiring a CAC card will in-process with the MCB Hawaii COR, Trusted Agent, and Information Assurance Manager upon arrival to the command and will out-process with the Trusted Agent prior to their departure.

All contract personnel authorized use-of the MCEN shall receive initial Information Assurance (IA) orientation as a condition of access, and thereafter must complete annual IA Awareness refresher training to maintain an active user account.

The Department of the Defense Central Adjudication Facility will provide notification of the completed investigation to the MCB Hawaii Command Security Manager for determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas and/or be provided access to Controlled Unclassified Information. Determinations are the sole prerogative of the MCB Hawaii Commanding Officer. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor shall within 10 days prior to start of the contract, submit to the COR/ACOR a list of employees by name who will be performing work on this contract. Employees hired after contract start date shall be reported immediately.

On the first working day of each month the Contractor shall submit to the COR/ACOR an updated and current roster of all Contractor personnel who perform work under this contract. The Contractor shall report immediately in writing any termination and cause for termination of an employee.

9.1 Accessing the Base

All Contractor personnel performing work under this contract who require access to Marine Corps Base (MCB) Hawaii, shall obtain personal entry and vehicle passes from the Provost Marshal Office (PMO), MCB Hawaii.

The Commanding Officer, MCB Hawaii, has broad authority to remove or exclude any person from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding Officer may refuse to grant personal entry passes or may bar Contractor employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass or barment of an employee does not relieve the Contractor of the responsibility to continue performance under this contract.

The Contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this contract.

Contractor personnel performing work under this contract shall be readily identifiable as an employee of the contractor through the use of uniforms with nametags. The Contracting Officer may approve alternate methods of ensuring contractor personnel are readily identifiable.

Contractor personnel and equipment entering a military installation are subject to security checks. Contractor personnel shall follow any direction given by Military Police or other security or safety personnel.

The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. By signing this proposal/contract or by beginning work under this contract, the Offeror/Contractor certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the offeror and works under this contract.

Application for Vendor/Contractor Passes: The procedures below are the requirements for MCB Hawaii.

1. Contractors will follow the below procedures to obtain a Vendor/Contractor Passes from PMO:

a. The Contractor will submit a roster of employees that their contract ultimately supports to the sponsoring activity's Contracting Officer's Representative (COR). The roster will identify the company name, contract number, period of performance of the contract, location of performance, the full name, date of birth, social security number, address, driver's license number and expiration date for each of the Contractor's and subcontractor's employees, and the point of contact information for the Contractor.

b. The MCB Hawaii sponsoring activity's Contracting Officer's Representative (COR) will forward the roster to PMO where criminal history background checks will be completed.

c. Upon receipt of favorable background checks, the MCB Hawaii sponsoring activity will notify the Contractor that employees may proceed to Pass and Registration, building 1637, MCB Hawaii, for their Vendor/Contractor Passes.

d. Contract and subcontract employees arrive at Pass and Registration building 1637, MCB Hawaii, for the Vendor/Contractor Pass and must show two forms of identification listed in enclosure (1). Contractor and subcontract personnel operating company or privately owned vehicles will obtain a vehicle access pass and will provide valid driver's license, current vehicle registration, safety inspection, and proof of insurance.

2. Non-CAC Contractor employees will be provided a base credential that will allow them unescorted access from the main gate of Marine Corps Base Hawaii to place of employment. If contractor's employees are found at any other location other than place of employment, they will be prohibited from working aboard the installation. Vendor/Contractor access passes must be returned to Pass and Registration, building 1637, MCB Hawaii upon expiration of the pass or termination of employment under the contract. Personnel denied an access pass might appeal in writing to the Commanding Officer, Marine Corps Base Hawaii (Attn: Base Inspector). Denial or revocation of an access pass may be made if the applicant:

a. Is listed on the National Terrorist Watch List.
b. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or SSN cannot be verified.
c. Is subject to an outstanding criminal warrant.
d. Submits a Vendor/Contractor business pass application, which contains false or fraudulent information.
e. Is a registered sex offender regardless of the date of the criminal offense.
f. Has been issued a debarment order and is currently banned from any military installation.

3. Base access requirements and procedures may change during the term of a contract. The Contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

9.2 Additional Security Requirements

1. Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to the appropriate personnel for processing and security inspection.

2. Contractor and subcontract empoyees will access MCB Hawaii and other MCB Hawaii properties only for official business in support of the contract and only during the days and hours specified in their business pass. Violation may result in confiscation of the business pass and debarment from MCB Hawaii.

3. Do not pickup, remove, or disturb any ordnance (spent or live ammunition, brass, pyrotechnics, etc) found while on MCB Hawaii and other MCB Hawaii properties.

4. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the sponsoring activity's COR. If your vehicle gets stuck or breaks down, military personnel are not authorized to pull or tow your vehicle.

10. Safety

Contractor Compliance: The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the contractor's safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at http://www.osha.gov/dcsp/vpp/index.html.

Mishap Notification and Investigation: The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Government property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the contracting officer's representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The Government person notified by the contractor will in-turn notify the Safety office. Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant contracting officer, the contracting officer's representative, and/or the cognizant program manager, the contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the Government investigates the mishap, the

contractor and the subcontractors shall cooperate fully and assist the Government personnel until the investigation is completed.

10.1 Fire Drills

The Contractor shall participate in Government conducted fire drills or other emergency type drills. Advance notice of drills may or may not be given. The Contractor must display fire extinguishers or any apparatus that may be required by Government occupants during practice fire drills or actual emergencies.

The Contractor shall comply with requirements for displaying posters furnished by the Government pertaining to fire prevention, health and sanitation measures, accident prevention, etc. The Contractor shall display posters provided by the Government pertaining to nutrition, weight control programs, health and sanitation measures, accident prevention and similar purposes pertinent to Marine Corps activities.

10.2 Contractor Personnel Accountability

The contractor shall be responsible for personnel in the event of a disaster and shall provide **accountability** reports for personnel working under the contract to include: # of employees working at the time of the event, # located (to include # deceased and # injured), and # missing. The report shall be submitted to the COR, designated Point of Contact (POC) or Contracting Officer confirming all personnel have been contacted/located. The first report shall be communicated (oral/written) immediately following the occurrence of a disaster. Subsequent communication shall be reported until all personnel are accounted for.

Check in procedures for contractor personnel shall incorporate the most expeditious accountability with management upon the occurrence of a disaster. Contractor procedures/training shall:

- Provide multiple and redundant means of communication in the event normal communication means are disrupted or nonexistent;
- Ensure all managers, supervisors and employees understand and accomplish their personnel accountability roles and responsibilities;
- Ensure all reportable casualties are reported and included in personnel accountability reports;
- Ensure accurate baseline population counts; and,
- Carry out exercises, at least annually consistent with the guidance herein.

11. Transition

The contractor shall follow the transition plan submitted as part of the proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

12. Related Documents

The following Documents are related to this project:

-Marine Corps Food Service Standard Operating Procedures MCO 10110.14 M
http://www.marines.mil/Portals/59/Publications/MCO%2010110.14M.pdf

-Tri-Service Food Code NAVMED P 5010-1
http://www.quartermaster.army.mil/jccoe/TB_MED_530_SEP_2014.pdf

-Index of Recipes Armed Forces Recipe Service MCO P1011.4G
http://www.quartermaster.army.mil/jccoe/publications/recipes/index/full_index.pdf

-Marine Corps Base Hawaii Master Menu, which outlines the Marine Corps Fueled to Fight Program.
-Food Service Charges At Appropriated Fund Dining Facilities and The Military Academies Effective January 1, 2017 (annual).

http://www.quartermaster.army.mil/jccoe/Operations_Directorate/QUAD/Meal_Rates_Archives/meal_rates_2017.pdf

-Public Law 91-596 Occupational Safety and Health Act (OSHA) https://www.osha.gov/law-regs.html

-Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E).
https://dap.dau.mil/policy/Lists/Policy%20Documents/DispForm.aspx?ID=2789

-DD Form 254
http://www.dss.mil/multimedia/shorts/DDForm254/includes/Student%20Guide_Course0020_DD254.pdf

-DD Form 577 http://www.hqmc.marines.mil/Portals/137/DD-Form%20577_ID%20Number%20Fillable.pdf

-DD From 2971 http://www.med.navy.mil/sites/nmcphc/Documents/Forms/DispForm.aspx?ID=5247

-Cash Meal Payment Sheet NAVMC Form 10298, will be provided by government as required.

-OSHA Voluntary Protection Program (VPP) http://www.osha.gov/dcsp/vpp/index.html

-Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49 AFI 44–141
http://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/AR40-25_WEB_Final.pdf

-DoD 133810-M Published 2016 http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/133810m.pdf
Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

13. Deliverables

The contractor shall provide deliverables as described in the PWS and below.

#	Name	Deliverable	Frequency
2.3.5.	Insurance	Furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts in accordance with work on a government installation clause.	(1) Within 15 calendar days after award, the Contractor (2) This insurance must be maintained during the entire performance period. (3) 30 calendar days written notice to the COR by the insurance company prior to cancellation or material change in policy coverage.

2.4.1.	Medical Requirements	(1) Ensure that all personnel have a current Medical Certificate prior to starting work. (2) Shall be examined for evidence of tuberculosis. (3) Personnel absent from their duties for (30) consecutive days or more shall have a medical examination prior to retuning to duty and provide a medical certificate to the Project Manager. (4) Keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of sanitation cards.	(1) prior to starting work. (2) prior to starting work. (3) A copy of all medical certificates shall be forwarded to the COR/ACOR within (24) hours of the employee's return to work. (4) Copies of medical certificates shall be maintained at the employee's main duty location, presented upon request of the Government.
2.4.3.	Emergency Medical Care	(1) Report on occurrence of a job-related injury. (2) Prepare an accident report for COR/ACOR	(1) Immediately (2) 24 hrs. After accident is reported.
2.5.	Contractor Personnel	(1) The Project Manager or Alternate shall be available to meet with the COR/ACOR.	(1) 70% of the time, within 60 minutes of a call to meet during operational hours, or available within 2 hours after non-operational hours.
2.6.1.	Key Personnel Qualifications Requirements	(1) Furnish, the names of the key personnel hired to perform work under this contract. (2) Submit the name and detailed resume of key personnel.	(1) With the initial proposal (2) Within 2 days after the start of employment
2.6.5.	Contractor Personnel Meals	(1) Develop a policy to discourage snacking. (2) Provide a refrigerator(s) at the mess hall to store employee meals.	(2) This policy must be maintained during the entire performance period.
2.7.	Location and Hours of Work	(1) Prepare and transport boxed/bagged meals from Anderson hall to Pu'uloa Range	(1) Daily, each meal period
2.7.1. 2.7.3.	Extended Service Hours Performance During a Crisis/Emergencies	(1) Provide services when required by the COR/ACOR	(1) Within 24 hours
2.7.2.	RIMPAC	(1) Provide additional support for Anderson Hall during RIMPAC.	(1) Bi-annual
3. 4.	Food Quality Service Quality	(1) The Contractor Shall be responsible for proving consistently high quality meals.	(1) Daily, each meal period
3.1.	Authorized Personnel to Subsist	(1) Provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated quantities with or without the assistance of military cooks.	(1) Daily, each meal period
3.3.1	Menu Posting	(1) Post the all menu and prices.	(1) Daily , before breakfast
3.3.3.	Menu Changes and Enhancement	(1) Report Menu Changes	(2) In the Contractors Monthly Management Report.

3.3.4.	Menu Substitutions	(1) Manage, inventory, and issue food items in accordance with the MCBH Master menu. (2) Maintain copies of all menu substitutions, correspondence as part in the daily folders	(1) Daily, each meal period (2) As required
3.4.1. 3.4.2.	Special Holiday Meals Requirements Themed Meal Requirements	(1) Provide sufficient personnel, and extension of meal hours. (2) Provide, at their expense, appropriate decorations	(1) Holidays (2) Holiday and Themed Meals
3.4.3.	Mess Deck Support	(1) Provide mess deck requests and coordinate schedules	(1) As required
3.4.4 3.4.5 3.4.6.	Recreational Meals Requirements Box Meal Requests Remote Site Meal Requirements	(1) Provide recreational meals. (2) Provide box meals. (3) Provide meals for units participating in field exercises.	(1) As required (2) As required (3) As required
3.4.7 3.4.8	Hot and cold Beverage Support Fruit Support for Conditioning Hikes	(1) Fill Containers and provide appropriate disposable cups, at their expense. (2) Provide fruit and beverage support.	(1) As required (2) As required
4.1. 4.5.	Quality Control Consequence Contractor's failure to Perform Required Services	(1) Develop a Quality Control Plan (QCP). (2) Hold meetings (3) Report Defects of cleanliness of spaces and related items will be reported to the COR/ACOR.	(1) With the initial proposal (1) Maintained throughout the awarded contract. (2) Weekly until full implementation of the contract. (2) Twice per month. (3) In writing 24hrs (4) Failure to maintain an effective QCP may result in Termination for Default.
4.1.3.	Customer Comments	(1) Provide Meal Comment Cards	(1) As requested by COR/ACOR
4.7.	Food Safety and Sanitation	(1) Implement a Food Safety Plan and cleaning schedule.	(1) With the initial proposal
4.4.1.	Sanitation Training	(1) Attend and teach training classes in the principles and practices of personnel hygiene and food service sanitation to prevent food borne illness. (2) 8 hour initial Sanitation Training (3) 4 hour Sanitation Course (4) Supervisory Personnel shall have successfully completed a formal food service sanitation training program.	(1) Quarterly (2) before initial job is started (3) Annually (4) Certificate will be submitted to the COR/ACOR 10 days prior to contract start date. Certificates shall be renewed annually, and re-submitted on the contract anniversary date.

4.4.2	Inspections	(1) Provide personnel to accompany the agency inspections of review teams.	(1) As required
4.4.3.	Sanitation Inspections	(1) Navy Environmental & Preventative Medicine Unit (NEPME) (2) W.P.T Hill Inspection Team (3) Western Pacific Food Management Team (WPFMT) (4) Marine Corps Installation Pacific Technician Inspection (MCIPAC TI) (5) Installation Food Service, Hawaii Technician Inspections and Quality Assurance Evaluations.	(1) Defects or discrepancies will be reported to the COR/ACOR in writing 24 hrs. After inspection. (2) After Nomination (3/4) Annual (5) Semi-Annual (TI), Quarterly (QAE)
4.4.4.	Food-Borne Illnesses	Notify immediately the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness.	Immediately
5.	Marine Corps Information Management System (MCFMIS)	(1) Provide sufficient personnel to support the MCFMIS program. (2) Maintain Daily Folders (3) Generate Subsistence Operational Analysis Reports (4) Prepare letters, reports, and other administrative documents (5) Maintain accountability of all subsistence items.	(1) Daily, each meal period (2) Daily, each meal period (3) Quarterly and Yearly (FY) (4) Daily, each meal period (5) Weekly
5.1.	Food Service Storage and Warehouse	(1) Provide sufficient personnel to support all areas of Food Service storage & warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and administrative documentation. (2) Maintain the property warehouse and conduct inventory.	(1) Daily, each meal period (2) Monthly
5.1.1.	Storage	(1) Issue, inventory, and maintain stock levels required identified in the PWS.	(1) Daily, each meal period
5.1.2.	Subsistence Handling	(1) Receipt for all prime vendor deliveries with 100% visually inspections. (2) Provide inventory on all subsistence items	(1) Upon truck delivery, daily (2) Daily, each meal period
5.2.	Cashier/Meal Verification Supervisor Services	(1) Responsible for collecting funds generated from the sales of the meals. (2) Provide sufficient cashiers. (3) Cashiers will be assigned in writing and have a DD form 577 complete. (4) A minimum of (5) cashiers with CAC will be available during. (5) Turn over funds collected with supporting cash meal payments sheets/supporting documentation to the Government.	(1) Daily, each meal period (2) Daily, each meal period (3) 3 days prior to appointment (4) Daily, during all meal periods (5) Weekly or as required base on monetary limits.
6.	Provide Meals in a Timely Fashion	(1) Mange the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered.	(1) Daily, each meal period

6.1.	Food Preparation and Serving Requirements	(1) Providing sufficient personnel to prepare products, service, and support: Main, specialty, snack, flight, and carry out lines, with or without the assistance of Military cooks. (2) Obtain food from the Chief Cook/Store Room for each meal and accomplish all tasks as required by the Pro-Guide and Pre-Prep.	(1) Daily, each meal period (2) Daily, each meal period
6.1.2.	Serving Lines	(1) Service, maintain, and clean the all serving lines, and the patron self-service areas; and serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. (2) Use separate utensils for each food item served (3) Move full serving containers to serving lines and remove empty containers (4) Maintain proper temperatures on the serving lines (5) Breakdown serving lines (6) Clean serving lines	(1) Daily, each meal period (2) Daily, each meal period (3) Daily, each meal period (4) Daily, each meal period (5) (15) minutes after the end of the meal period. (6) within (60) minutes after the lines are broken down
6.1.3	Garnish	(1) May provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.	(1) Daily
6.1.4.	Self Service	(1) Clean all spills, food debris, or liquids. (2) Clean toasters and microwaves	(1) Within (5) minutes of occurrence. (2) Daily, each meal period
6.1.5.	Salad Bar Menu	(1) Process fresh fruits and vegetables	(1) not more than (18) hours prior to use
6.1.6.	Fitness Menu	(1) Provide a Fitness Menu	(1) With the initial proposal (2) Daily
6.1.7.	Beverage Service	(1) Service all beverages dispensers	(1) Daily
6.1.7.1.	Ice Distribution	(1) provide ice manually from the ice dispenser located elsewhere (2) Remove all ice from the storage compartments and clean the interior of all ice making machines	(1) Daily, before and during meal period (2) Weekly
6.1.9.	Ice Cream	(1) Monitor and have ice cream available throughout the serving period.	(2) Daily, each meal period
7.	Provide Meals in a Clean and Pleasant Establishment	(1) Provide a clean table and chair (2) Provide steady re-supply of dishes, utensils, condiments and supplies to all serving areas	(1) Daily, each meal period, without waiting (2) Daily, each meal period, without waiting
7.1.	Material Handling	(1) Assist the Government by complying with the base-recycling program	(1) After every meal and closing of the facility.
7.2.	Cleaning Housekeeping	(1) Submitted in writing cleaning, housekeeping, and amenities plan.	(1) 14 days before the contract start date.

7.3.	Exterior Cleaning	(1) Shall sweep and clean in and around entrances, exists and sidewalks. (2) Shall empty, clean and reposition all cigarette ash receptacles (3) Sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. (4) Fly-fans will be dusted and cleaned (5) Clean all windows and screens (6) Shall remove, clean and return all garbage and trashcans (7) Addition cleaning or maintenance	(1) Daily, after each meal period (2) As required (3) Daily, once (4) Weekly (5) Weekly (6) Daily (7) As required
7.3.1.	Exterior Ground Maintenance	(1) Create a pleasant outdoor environment. (2) Responsible for the care, landscaping and grounds sounding the food service facilities within (20) feet. (3) Grounds mowed (4) Water plants (5) Shall rake, mulch, and prune (6) Exterior of building (7) Cleaning and maintenance of picnic tables, and butt cans	(1) Daily (2) As Required (3) No more than 3 inches tall (4) As required (5) As required (6) monthly or as required (7) As required
7.4.	Interior Cleaning	(1) Spot clean all walls, baseboards, windows, window ledges, doors, and door frames. (2) Dust trophies, sport memorabilia, and display cases (3) Glass panes, inside and out (4) Polish all metal surfaces that require polishing (5) Clean and sanitize all restroom and locker rooms (6) Keep all paper towels, toilet paper, and hand soap dispensers (7) De-scaled toilets and urinals	(1) Weekly (2) Weekly (3) Daily (4) Weekly (5) Daily, after each meal period (6) At all times (7) Weekly
7.4.1.	Floor Cleaning	(1) Preform spot cleaning (2) remove all "scuff marks". (3) Preform floor waxing (4) Shall remove all dirt and deposits of old wax using wax stripper. (5) Clean the throats and covers of all floor drains	(1) Daily, during all meal periods (2) As required (3) Monthly (4) As required in PWS (5) Daily, after each meal period
7.4.2.	Dishwashing Service	(1) Provide a minimum of (3) personnel per scullery (2) Clean interior and exterior surfaces of dishware dispensers, try racks and carts. (3) Sort all dishware and utensils (4) Return all dishes and dinnerware to their respective storage areas after each meal. (5) Clean dishware, trays and flatware. (6) Notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained (7) Perform dish washing by hand. (8) both dishwashing areas	(1) Daily, during and after each meal periods. (2) Daily, after each meal period (3) Daily, during and after each meal periods. (4) Daily, after each meal period (5) Daily, during and after each meal periods. (6) Immediately (7) As required follow PWS (8) As required

7.4.3.	Pot/Pan Washing	(1) Drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals. (2) Remove lime and scale deposits (3) Complete the entire dishwashing operations (4) Clean and sanitize cooking and serving equipment (5) Cleaning oven and conveyor toasters racks (6) Clean the pan washing room or area	(1) Daily, after each meal period (2) Weekly (3) No later than (90) minutes after the conclusion of each scheduled meal period. (4) Daily, after each meal period (5) Twice, per week (6) Daily, after each meal period
7.4.4.	Equipment Cleaning	(1) Thoroughly clean food serving equipment, tables, and work area (2) Clean the interior of ventilating hoods (3) Clean all removable grease filters (4) clean "pass through" and other types of food holding spaces (5) Responsible for removing then returning the food items to their original position after cleaning	(1) Daily, after each use (2) Daily, after each use (3) Weekly (4) Daily, after each meal (5) As required
7.4.5.	Furniture	(1) Physically move dining room furniture	(1) vary each month
8.1.2.	Government Furnished Property	(1) Conduct a joint inventory	(1) Prior to the start date
8.1.3	Government Furnished Supplies	(1) Conduct a joint inventory (2) Maintain adequate Government Furnished Supplies (3) Provide all laundering service for tablecloths	(1) Prior to the start date (2) Daily, all times (3) As required
8.2	Additional or Replacement Equipment	(1) Submit requests for additional or replacement equipment/supplies (2) Responsible for maintaining property records (3) Develop a property control system (4) Report the loss, damage or destruction (5) Minor Property Inventory (6) Joint Minor Property Inventory	(1) As required (2) Monthly (3) 14 days after the contract start date. (4) Verbally, written report 5 days (5) Monthly, per PWS (6) Monthly, per PWS
8.4.	Shut down and Service Calls	(1) Prior approval requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment (2) Perform service call work	(1) Submitted 72 hrs. in advance (2) As required
8.5.	Maintenance and Repair	(1) Perform required (minor and major) maintenance (2) Provide all materials and supplies necessary to perform required maintenance (3) Maintain and repair all walk-in and reach-in type refrigerator units (4) Connect and disconnect all utility lines (5) Furnish all food preparation and serving equipment replacement parts (6) Verbal or hand written lists and input	(1) Daily (2) As required (3) As required (4) As required (5) As required (6) Yearly
8.5.1.	Maintenance and Repair Contractor Responsibilities	(1) Manage the total work effort associated with the maintenance, repair and all other services (2) Provide an adequate staff (3) Preventive Maintenance Inspections and Services	(1) Daily (2) Daily (3) Monthly

8.5.2.	Office Equipment	(1) Shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. (2) Shall provide all necessary office and administrative supplies (3) Responsible for all reproduction requirements (4) Responsible for proper security of Contractor supplies and belongings	(1) As required (2) As required (3) As required (4) Daily
8.6.	Other Supplies and Services	(1) Contractor will provide all laundering service	(1) As required
8.6.1.	Commercial Telephone Service	(1) May request off-base commercial telephone service	(1) As required
8.6.2.	Personnel Protective Equipment	(1) Furnish all safety, and hearing protection for all hazardous areas	(1) As required
8.6.3.	Uniforms	(1) Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. (2) Provide employee uniforms, name tags, and special-type clothing as described herein. (3) Furnish bimetallic thermometers for appropriate contractor employees (4) shall not wear jewelry	(1) As defined in PWS (2) As defined in PWS (3) As defined in PWS (4) As defined in PWS
8.6.3.1	Uniform Allowance	(1) Furnish all employee a with an adequate number of uniforms	(1) As defined in PWS
9.	Security	(1) Comply with all current Marine Corps Base Hawaii and DoD security requirements. (2) Citizenship and Green Card status IAW PWS. (3) Work under this task order requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) (4) Shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. (5) Authorized users of the MCEN shall receive initial Information Assurance (IA) Training (6) Submit a list of employees by name that will be performing work on this contract.	(1) Prior to the start date and daily (2) Duration of contract (3) All Supervisor and Key Billets for the duration of contract (4) Duration of contract (5) Annually (6) 10 days prior to start of the contract and Monthly

10.	Safety	(1) Comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). (2) Participates in the OSHA Voluntary Protection Program (VPP). (3) shall notify (4) Secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office.	(1) As defined in PWS (2) As defined in PWS (3) Within four (4) hours (4) As required
10.1	Fire Drills	(1) participate in Government conducted fire drills or other emergency type drills (2) Display fire extinguishers (3) Shall comply with requirements for displaying posters	(1) As required (2) As defined in PWS (3) As defined in PWS
10.2	Personnel Accountability	When required, provide accountability reports.	As defined in PWS.

14. Performance Requirement Summary (PRS)

SOW PARA	Performance Objective	Performance Standard	AQL	Surveillance Method
4.4 7.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Sanitation requirements of the Tri-Service Food Code and state and local laws/regulations.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position for the ordering, receiving issuing, preparing, serving, and cleanup of the MCBH Master Menu.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
2. 6.1.	The contractor and subcontractor shall adhere to all state and federal laws, and Marine Corps rules and regulations.	Abides by all laws and regulations. No injuries or incidents that result in the loss of work or work stoppage.	No state or federal violations; 95% adherence to base regulations.	Completes all on-line training and attends specified training opportunities. Food Safety and sanitation briefings. All incidents reported.
10.	The contractor and subcontractor shall not perform unsafe acts to could cause harm to themselves or others and does not violate base safety regulations.	Abides by all base safety regulations and those identified by the food service staff.	95% accident free	Attends base safety training, receives safety briefings from food service staff and appropriate military personnel.
8.5.1.	The contractor and subcontractor shall Provide operator maintenance and minor/major repairs of food service equipment. In accordance with PWS.	Routine-Repair within 4 days. Urgent-Repair within 2 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	Routine-Repair within 5 days. Urgent-Repair within 3 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	During Inspections: 95% of the equipment necessary to cook, clean or sanitize for each meal period will be available.

3. 3.3 4.	The contractor and subcontractor shall managing subsistence, supplies and equipment necessary to service the guests in accordance with the PWS.	Result in 100% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Result in 95% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.2.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Proper accountability of all cashier transactions, with a less than .01% error rate.	Ensure cash deposits are 100% accurate and turned in by the next business day. Perform cashier services and ensure cash deposit is accurate and turned in on time.	Proper accountability of all cashier transactions, with a less than .01% error rate.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.7.3 6.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in there is no impact of food service operation during regular and contingency operations.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 5 food servers cooks.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 4 food servers cooks.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.	The contractor and subcontractor shall meet scheduled deadlines and deliver products in the time requested.	Meets 100% of deadlines imposed by the COR.	95% of tasks are completed within the timeframe prescribed.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
3.1. 6.	Prepare food IAW recipe cards and Performance Work Statement	100% of menu items/meal period as provided by the government.	95% of menu items/meal period as provided by the government.	QAE inspection and Food Tech/FSO walk thru. Customer Complaint from Senior Cook on duty.

15. Wage Determination

The wage determination applicable for this solicitation is CBA-2017-10354 and is attached. The referenced CBA is also attached. Summary table has been deleted and replaced by including the CBA in its entirety.

15.1 Unit Price Adjustments in Option Periods

This contract incorporates a Service Contract Act (SCA) Area Wage Determinations (AWDs) based on a Collective Bargaining Agreement from the previous service provider. The Wages in the contractor's proposal are to utilize the WD rates for the WD/CBA as indicated below for the base period and all option periods. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Act—Price Adjustment Clause, FAR 52.222-43 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees in the option periods of performance. In accordance with the referenced clause, the contractor may be entitled to an adjustment in contract price only when a new SCA or CBA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

15.2 Annual Wage Rate Determination and Rate Calculation

(a) This procurement is subject to the requirements of the Service Contract Labor Standards (formerly Service Contract Act of 1965).
(b) The Contractor agrees to furnish the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.
(d) If the wage rate differs from prior year, the Contractor must submit a claim of adjustment within 30 days of receipt of the new wage determination to the Contracting Officer. However, the Contracting Officer may extend the 30 day submission period in writing. The Government has the authority to examine all supporting records and documentation.
(e) The following provides guidance on the process when requesting an adjustment: For the labor category adjusted by the revised wage determination, the current rate should be subtracted from the revised rate. Additionally, the difference in fringe must also be calculated. The difference in the wage rate and fringe must be added together, with the result being multiplied by the number of total hours performed. The result is the total adjustment amount. The Contracting Officer will issue a modification to reflect the required adjustment.

PWS ATTACHMENTS

Solicitation M00318-17-R-0003
M&MA Services for MCBH
PWS Attachments

A) Wage Determination – See below
B) GFP List – See Attached Document
C) Master Menu Documents – See attached 15 documents

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane Koplewski Director Division of Wage Determinations	Wage Determination No.: CBA-2017-10354 Revision No.: 0 Date Of Last Revision: 9/11/2017

State: Hawaii

Area: Honolulu

Employed on Marine Corps Base Hawaii, Kaneohe, Regional Contracting Office contract for Management and Mess Attendant Services for Marine Corps Base Hawaii, Kaneohe Bay.

Collective Bargaining Agreement between contractor: (Subcontractor) Blackstone Consulting, Inc., and union: Industrial, Technical and Professional Employees Union, OPEIU Lo Local 4873, effective 1/1/2017 through 12/31/2019.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

NMCARS 237.102-90 (ECMRA)

NMCARS5 237.102-90 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

(b)The standard language to be inserted is:

“The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [Anderson Mess Hall located on Marine Corps Base Hawaii] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
	14 ERC 11-May-2018	M0031218RCLF001	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MCBH COMMANDING OFFICER (CODE RCO) BOX 63063, BLDG KANEOHE BAY HI 96863-3063	M00318	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
SEVERSON GROUP, LLC, THE ROBERT SEVERSON 2218 FARADAY AVE STE 120 CARLSBAD CA 92008-7234		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. M0031818C0002
	X	10B. DATED (SEE ITEM 13) 16-May-2018
CODE 33NC3	FACILITY CODE 33NC3	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c)

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: eileenkc18119

The purpose of this modification is to issue a Stop-Work Order. As a result, the following changes are made:
1) The Contracting Officer hereby issues a Stop-Work Order ordering the Contractor to stop all work under the subject contract effective May 11, 2018. The Contractor shall, effective immediately, cease to issue any further orders and/or subcontracts for materials or services in support of this contract. The Contractor shall immediately comply with this order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this order during the period of work stoppage. The Stop-Work Order is for a period of 90 days unless extended or cancelled by the Contracting Officer.
2) FAR Clause 52.242-15, Stop-Work Order is hereby added to the contract.
All other conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Robert Severson, President & CEO	Eileen Keating Carnaggio, Dep. Dir, MCIPAC, RCO-HI TEL: 808-257-7158 EMAIL: eileen.carnaggio@usmc.mil

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b) (6) (Signature of person authorized to sign)	5/11/18	BY: (b) (6) (Signature of Contracting Officer)	5/14/2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by reference:

52.242-15

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
	23 May-2018	M0031218RCLF001	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MCBH COMMANDING OFFICER (CODE RCO) BOX 63063, BLDG KANEOHE BAY HI 96863-3063	M00318	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
SEVERSON GROUP, LLC, THE ROBERT SEVERSON 2218 FARADAY AVE STE 120 CARLSBAD CA 92008-7234		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. M0031818C0002
CODE 33NC3 FACILITY CODE 33NC3	X	10B. DATED (SEE ITEM 13) 16-May-2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
IAW FAR 52.242-15 & 52.212-4(c)

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: jefferss18129

The purpose of this modification is to extend the stop work order and de-obligate the funded portion of the base period period of performance. As a result the following changes are made:

1) The Stop Work Order issued via P00001 is hereby extended through 31 August 2018.
2) De-obligate funded amount of -$925,924.62 for CLIN's 0001 - 0003 reducing the total funded amount to $0.00.
3) Update Clause 252.232-7007 Limitation on Government Obligation to reflect changes made to funding.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Robert Severson, President & CEO	Steven Takasaki, Contracting Officer TEL: 808-257-5716 EMAIL: steven.takasaki@usmc.mil

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b) (6) (Signature of person authorized to sign)	5/22/18	BY (b) (6) (Signature of Contracting Officer)	23-May-2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by $925,924.62 from $925,924.62 to $0.00.

CLIN 0001:

AA: 1781106BSS1 252 00318 067443 2D M00312 31218RCLF001 (CIN M0031218RCLF0010001) was decreased by (b) (4)

CLIN 0002:

AA: 1781106BSS1 252 00318 067443 2D M00312 31218RCLF001 (CIN M0031218RCLF0010002) was decreased by (b) (4)

CLIN 0003:

AA: 1781106BSS1 252 00318 067443 2D M00312 31218RCLF001 (CIN M0031218RCLF0010003) was decreased by (b) (4)

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 0001 - 0003 is/are incrementally funded. For this/these item(s), the sum of $0.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for

performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Since the original period of performance was not able to take effect due to a Court Order, $0.00 is the available funding. The remainder of the period of performance funding plan is currently unknown.

CLINS	Incremental Funding Schedule/Period of Performance	Incremental Funding Amount
0001	May 16, 2018 – August 15, 2018	$0.00
0002	May 16, 2018 – August 15, 2018	$0.00
0003	May 16, 2018 – August 15, 2018	$0.00
Total	May 16, 2018 – August 15, 2018	$0.00

CLINS	Incremental Funding Schedule/Period of Performance	Incremental Funding Amount
0001	August 16, 2018 – May 15, 2019*	(b) (4)
0002	August 16, 2018 – May 15, 2019*	
0003	August 16, 2018 – May 15, 2019*	

Total	August 16, 2018 – May 15, 2019*	$3,703,698.48

CLINS	Incremental Funding Schedule/Period of Performance	Incremental Funding Amount
0001 - 0003	May 16, 2018 – August 15, 2018	(b) (4)
0001 - 0003	August 16, 2018 – May 15, 2019	
Total	May 15, 2018 – May 15, 2019	$3,703,698.48

*Dates are subject to change.
(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	10-Aug-2018	M0031218RCLF001	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MCBH COMMANDING OFFICER (CODE RCO) BOX 63063, BLDG KANEOHE BAY HI 96863-3063	M00318	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
SEVERSON GROUP, LLC, THE ROBERT SEVERSON 2218 FARADAY AVE STE 120 CARLSBAD CA 92008-7234		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. M0031818C0002
CODE 33NC3 FACILITY CODE 33NC3	X	10B. DATED (SEE ITEM 13) 16-May-2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
52.242-15 (STOP-WORK ORDER)

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: jefferss18171

The purpose of this modification is to extend the stop w ork order from August 31, 2018 to August 31, 2019.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Robert Severson, President & CEO	Eileen Keating Carnaggio, MCIPAC, RCO-HI Dep. Dir. TEL: 808-257-1158 EMAIL: eileen.carnaggio@usmc.mil
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)	15C. DATE SIGNED 8/9/18
16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)	16C. DATE SIGNED 8/10/2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

PAGE 1 OF 112

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			M0031817R0003	25-Sep-2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	EILEEN KEATING CARNAGGIO	808-257-1158	02:00 PM 20 Nov 2017

9. ISSUED BY CODE M00318

MCBH
COMMANDING OFFICER (CODE RCO) BOX 63063, BLDG
KANEOHE BAY HI 96863-3063

TEL: 808-257-3531
FAX:

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB

NAICS: 722310

- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [X] 8(A)

SIZE STANDARD: $38,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE		[ ]	RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE M00318

MCBH ANDERSON HALL
CWO LISA M. FIGUEROA
MCBH ANDERSON HALL BLDG 1089
KANEOHE BAY HI 96863
TEL: 808-257-1311 FAX:

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
- 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

- [ ] 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)* TEL: EMAIL:	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY FULL TEXT

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs ``on'' a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs ``in connection with'' a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor

shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If

the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

AMENDMENT 1 (ADDITIONAL INFO)

Attachment 1 Additional Information Dated 10/23/2017

The purpose of this amendment is as follows:

1. Answer all questions from the site visit and solicitation.
2. Extend the proposal deadline from 11/07/17 until 2:00 PM Hawaii Standard Time (HST) 11/16/17. See highlighted change in Addendum to 52.212-1.
3. Add FAR clause 52.219-14 (Limitations on Subcontracting) to the solicitation. Please note this clause only applies to 8(a) small business concerns for this solicitation. FAR clause 52.219-14 does not apply to any Randolph Sheppard Act (RSA) state licensing agency (SLA) that may submit a proposal. See updated clause FAR 52.212-5 of the solicitation.
4. Add the following clauses related to small business subcontracting, which will only apply to an RSA SLA for this solicitation. These clauses do not apply to any 8(a) business concerns that may submit a proposal. Please note updated clause list to add the following clauses to the soliciation: 52.219-8, Utilization of Small Business Concerns; 52.219-9, Small Business Subcontracting Plan w/Alt II; 52.219-16, Liquidated Damages – Subcontracting Plan; DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts),

5. Remove table on page 92 of original solicitation under section (15. Wage Determination), and add the latest Collective Bargaining Agreement (CBA-2017-10354), in its entirety, as an attachment to the solicitation.
6. Correct typographical error in reference to Reps/Certs instruction. Page 12 and 95 of the original solicitation shall both reference paragraph (j) of FAR 52.212-3. Paragraph (b) reference on page 12 was an error.
7. Clause 252.219-7010 will be tailored reflect that competition is limited to RSA SLA and 8(A) small business concerns with priority given to the SLA IAW with the Randolph Sheppard Act and implementing U.S. Department of Education regulations. Please see highlighted exception as this clause was changed from "by reference" to "full text" in the solicitation.

7. Amend language in FAR 52.212-2 Addendum as follows:

"Offerors are advised that the Randolph-Sheppard Act (20 USC 107d-3[e]) applies to this acquisition for the operation of a military dining facility. The solicitation is a competitive 8(a) set-aside, but also permits an SLA, which is not an 8(a) business concern, to participate in the procurement. The priority embodied in the Randolph-Sheppard Act (R-SA) takes precedence over the 8(a) preference. In accordance with the revised rules of the Department of Education, 34 CFR 395.33 – Vending Facility Program for the Blind on Federal Property, Sec. 395.33 in addition to the other source selection factors set out in this solicitation, the Government will give priority to an SLA for award of the contract upon receipt of final proposal revisions (or upon initial proposals if award is made without discussions), if the SLA has submitted a proposal that:

(1) demonstrates that the SLA can provide such services at a fair and reasonable price, with food of a high quality comparable to that available from other providers; and

(2) is among the highly ranked final proposal revisions after discussions with all offerors (or upon initial proposals if award is made without discussions), with a reasonable chance of being selected for award using the best value trade-off method, as determined by the contracting officer after applying its source selection criteria contained in the solicitation.

This notice is not designed to discourage competition from 8(a) small business concerns. This merely serves as notice that the required priority will be applied. The SLA will be required to provide a subcontracting plan to afford small businesses an opportunity to perform aspects of the requirement should the SLA receive the award. Should an 8(a) small business concern receive an award, the limitation on subcontracting clause will apply."

Question and Answer Summary. Some questions have been summarized/combined with other questions for readability and consistency.

Question 1: Please clarify CBA rates in regards to submitting pricing and possible future adjustments?
Answer: All offerors shall submit pricing IAW with the Wage Determination and associated CBA-2017-10354 (See attached). Any request for a future adjustment will be subject to FAR 52.222-43. Please see section 15.1 in the solicitation for details.

Question 2: For the Net amount in CLIN's listed in Section B, do offerors fill in for the sub-CLINS?
Answer: Offerors shall fill in pricing for all *priced* CLINS and sub-CLINS in Section B. i.e. CLIN 0004 is an informational only CLIN and sub-CLIN 0004aa-ac are priced CLINs. Offerors shall also submit pricing information IAW instructions listed in Addendum 52.212-1.

Question 3: What volume should Reps/Certs be submitted with?
Answer: Volume II Price/Business proposal.

Question 4: Request clarification regarding SLA preference under the RSA and define "fair and reasonable" price?

Answer: The FAR and legal precedent grants the Contracting Officer (KO) sole discretion to determine fair and reasonable price IAW with the solicitation, stated evaluation factors, and applicable laws and regulations. See, e.g., FAR 15.404-1.

Offerors will be considered for award based upon the evaluation factors, instructions listed in the solicitation, and applicable law and regulations to include the Randolph-Sheppard Act and implementing U.S. Department of Education regulations.

Question 5: Is the military or contractor responsible for running the DFAC/Mess Hall?
Military has final authority in running the Mess Hall, but the contractor will be a supporting partner IAW with the PWS.

Question 6: In the evaluation of the proposals as in comparison to the RSA seems conflicting at best how the Randolph Sheppard applies. The government states that "Tradeoff analysis may result in the determination that it is in the best interest of the Government to consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror." So if the RSA submits a proposal that is judged to not be among the most highly rated proposals then the RSA will not be considered for award?
Answer: A RSA vendor will not be considered if it is not among the highly rated proposals as stated in the evaluation factors.

Question 7: If the SLA business concern uses a teaming partner to run the day-to-day operation, does that teaming partner have to be an 8(a) concern?
No, FAR 52.219-14 (Limitations on sub-contracting) does not apply to SLA concerns under the RSA.

Question 8: Questions related to staffing were raised to include: clarify section 2.5 and section 2 of the PWS regarding project manager and/or alternate, what are the production chef responsibilities, what are the duties of the MCIFMIS operator, and clarify the different job descriptions/titles listed in various parts of the solicitation to include the WD.
Answer: Section 2.6.1 has been revised in the PWS to include clarification. The original Section 2.6.1 has been renumbered to 2.6.1.1 and has been modified as well. Please reference these sections to see highlighted changes. Section 15 has also been modified to remove the summary table and include the CBA as its own attachment.
The answer to the specific questions asked by interested vendors are as follows:

The Production Chef. See section 2.6.1.1 paragraph 3.

MCFMIS Operator's duties are listed in section 5.

The WD is meant for information purposes only and may not be all encompassing or have the exact Job titles as required in the PWS. The CBA rates are to be followed and section 2.6.1 of the revised PWS clarifies the questions regarding job titles.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months		

Management & Mess Hall Attendant Srvcs
Mangement and Mess Hall Attendant (M&MA) Services for Marine Corps Base Hawaii (MCBH) In Accordance With (IAW) the enclosed Performance Work Statement (PWS). Based Period: 1 MAR 18-28 FEB 19

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12	Months		

Food Preparation Services
Food Preparation Services for MCBH IAW the enclosed PWS. Base Period: 1 MAR 18-28 FEB 19

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months		

Maintenance and Repair of FSPE
Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS. Base Period: 1 MAR 18-28 FEB 19

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					
OPTION					

Option: Surge Service Hours
Option Surge Service Hours IAW PWS 2.7.1. Base Period: 1 MAR 18-28 FEB 19

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA			Hours		
OPTION	Option: Surge Service Hours Mess Attendant - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB			Hours		
OPTION	Option: Surge Service Hours Lead Worker - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC			Hours		
OPTION	Option: Surge Service Hours MCFMIS Operator - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	Management & Mess Hall Attendant Srvcs M & MA Services for MCBH IAW the enclosed PWS. Option Period 1: 1 MAR 19-29 FEB 20				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	Food Preparation Services Food Preparation Services for MCBH IAW the enclosed PWS. Option Period 1: 1 MAR 19-29 FEB 20				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months		
OPTION	Maintenance and Repair of FSPE Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS. Option Period 1: 1 MAR 19-29 FEB 20				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004					
OPTION	Option: Surge Service Hours Option Surge Service Hours IAW PWS 2.7.1. Option Period 1: 1 MAR 19-29 FEB 20				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AA			Hours		
OPTION	Option: Surge Service Hours Mess Attendant - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AB			Hours		
OPTION	Option: Surge Service Hours Lead Worker - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AC			Hours		
OPTION	Option: Surge Service Hours MCFMIS Operator - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	Management & Mess Hall Attendant Srvcs Mangement and Mess Hall Attendant Services (M&MA) for Marine Corps Base Hawaii (MCBH) In Accordance With (IAW) the enclosed Performance Work Statement (PWS). Option Period 2: 1 MAR 20-28 FEB 21				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months		
OPTION	Food Preparation Services Food Preparation Services for MCBH IAW the enclosed PWS. Option Period 2: 1 MAR 20-28 FEB 21				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		12	Months		
OPTION	Maintenance and Repair of FSPE Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS. Option Period 2: 1 MAR 20-28 FEB 21				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004					
OPTION	Option: Surge Service Hours Option Surge Service Hours IAW PWS 2.7.1. Option Period 2: 1 MAR 20-28 FEB 21				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AA			Hours		
OPTION	Option: Surge Service Hours Mess Attendant - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AB			Hours		
OPTION	Option: Surge Service Hours Lead Worker - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AC			Hours		
OPTION	Option: Surge Service Hours MCFMIS Operator - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	Management & Mess Hall Attendant Srvcs M&MA Services for MCBH IAW the enclosed PWS. Option Period 3: 1 MAR 21-28 FEB 22				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		
OPTION	Food Preparation Services Food Preparation Services for MCBH IAW the enclosed PWS. Option Period 3: 1 MAR 21-28 FEB 22				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		12	Months		
OPTION	Maintenance and Repair of FSPE Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS. Option Period 3: 1 MAR 21-28 FEB 22				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004					
OPTION	Option: Surge Service Hours Option Surge Service Hours IAW PWS 2.7.1. Option Period 3: 1 MAR 21-28 FEB 22				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AA			Hours		
OPTION	Option: Surge Service Hours Mess Attendant - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AB			Hours		
OPTION	Option: Surge Service Hours Lead Worker - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AC			Hours		
OPTION	Option: Surge Service Hours MCFMIS Operator - Loaded Hourly Rate				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	Management & Mess Hall Attendant Srvcs M&MA Services for MCBH IAW the enclosed PWS. Option Period 4: 1 MAR 22-28 FEB 23				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months		
OPTION	Food Preparation Services Food Preparation Services for MCBH IAW the enclosed PWS. Option Period 4: 1 MAR 22-28 FEB 23				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		12	Months		
OPTION	Maintenance and Repair of FSPE Maintenance and Repair of Food Service Processing Equipment (FSPE) for MCBH IAW the enclosed PWS. Option Period 4: 1 MAR 22-28 FEB 23				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004					
OPTION	Option: Surge Service Hours Option Surge Service Hours IAW PWS 2.7.1. Option Period 4: 1 MAR 22-28 FEB 23				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AA OPTION	Option: Surge Service Hours Mess Attendant - Loaded Hourly Rate		Hours		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AB OPTION	Option: Surge Service Hours Lead Worker - Loaded Hourly Rate		Hours		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AC OPTION	Option: Surge Service Hours MCFMIS Operator - Loaded Hourly Rate		Hours		

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	N/A	Government
0002	Destination	Government	N/A	Government
0003	Destination	Government	N/A	Government
0004	N/A	N/A	N/A	N/A
0004AA	Destination	Government	N/A	Government
0004AB	Destination	Government	N/A	Government
0004AC	Destination	Government	N/A	Government
1001	Destination	Government	N/A	Government
1002	Destination	Government	N/A	Government
1003	Destination	Government	N/A	Government
1004	N/A	N/A	N/A	N/A
1004AA	Destination	Government	N/A	Government
1004AB	Destination	Government	N/A	Government
1004AC	Destination	Government	N/A	Government
2001	Destination	Government	N/A	Government
2002	Destination	Government	N/A	Government
2003	Destination	Government	N/A	Government
2004	N/A	N/A	N/A	N/A

2004AA	Destination	Government	N/A	Government
2004AB	Destination	Government	N/A	Government
2004AC	Destination	Government	N/A	Government
3001	Destination	Government	N/A	Government
3002	Destination	Government	N/A	Government
3003	Destination	Government	N/A	Government
3004	N/A	N/A	N/A	N/A
3004AA	Destination	Government	N/A	Government
3004AB	Destination	Government	N/A	Government
3004AC	Destination	Government	N/A	Government
4001	Destination	Government	N/A	Government
4002	Destination	Government	N/A	Government
4003	Destination	Government	N/A	Government
4004	N/A	N/A	N/A	N/A
4004AA	Destination	Government	N/A	Government
4004AB	Destination	Government	N/A	Government
4004AC	Destination	Government	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-MAR-2018 TO 28-FEB-2019	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318
0002	POP 01-MAR-2018 TO 28-FEB-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
0003	POP 01-MAR-2018 TO 28-FEB-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
0004	N/A	N/A	N/A	N/A
0004AA	N/A	N/A	N/A	N/A
0004AB	N/A	N/A	N/A	N/A
0004AC	N/A	N/A	N/A	N/A
1001	POP 01-MAR-2019 TO 29-FEB-2020	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318

1002	POP 01-MAR-2019 TO 29-FEB-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
1003	POP 01-MAR-2019 TO 29-FEB-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
1004	N/A	N/A	N/A	N/A
1004AA	N/A	N/A	N/A	N/A
1004AB	N/A	N/A	N/A	N/A
1004AC	N/A	N/A	N/A	N/A
2001	POP 01-MAR-2020 TO 28-FEB-2021	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318
2002	POP 01-MAR-2020 TO 28-FEB-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
2003	POP 01-MAR-2020 TO 28-FEB-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
2004	N/A	N/A	N/A	N/A
2004AA	N/A	N/A	N/A	N/A
2004AB	N/A	N/A	N/A	N/A
2004AC	N/A	N/A	N/A	N/A
3001	POP 01-MAR-2021 TO 28-FEB-2022	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318
3002	POP 01-MAR-2021 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
3003	POP 01-MAR-2021 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
3004	N/A	N/A	N/A	N/A
3004AA	N/A	N/A	N/A	N/A
3004AB	N/A	N/A	N/A	N/A

3004AC	N/A	N/A	N/A	N/A
4001	POP 01-MAR-2022 TO 28-FEB-2023	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318
4002	POP 01-MAR-2022 TO 28-FEB-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
4003	POP 01-MAR-2022 TO 28-FEB-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318
4004	N/A	N/A	N/A	N/A
4004AA	N/A	N/A	N/A	N/A
4004AB	N/A	N/A	N/A	N/A
4004AC	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.245-1 Alt I	Government Property (JAN 2017) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014

252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7021	Trade Agreements--Basic	DEC 2016
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7002	Readjustment Of Payments	OCT 1966
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.247-7021	Returnable Containers Other Than Cylinders	MAY 1995
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012
252.251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SEE 52.212-2 ADDENDUM FOR EVALUATION CRITERIA

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)

The Offeror shall complete only paragraph (j) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision --

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: ``Guidance for Executive Order 13673, `Fair Pay and Safe Workplaces' ". The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance

Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673
are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).

(8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of ``labor laws''.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: ``Administrative merits determination", ``Arbitral award or decision", paragraph (2) of ``Civil judgment", ``DOL Guidance", ``Enforcement agency", ``Labor compliance agreement", ``Labor laws", and ``Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___ .

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (___) is, (___) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, (___) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

___

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate
signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (___) has, (___) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic

end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."
(2) Foreign End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," ``commercially available off-the-shelf (COTS) item," ``component," ``domestic end product," ``end product," ``foreign end product," ``Free Trade Agreement country," ``Free Trade Agreement country end product," ``Israeli end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004).* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
___
___
___

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appear rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at* 22.1503*(b)*.]

(1) *Listed end products*.

Listed End Product	Listed Countriesof Origin
___	___
___	___
___	___

(2) *Certification*. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block*.]

[___] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[___] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (___) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (___) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (___) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (___) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[___] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (___) does (___) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[___] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (___) does (___) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(___) TIN: ----------.

(___) TIN has been applied for.

(___) TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other ----------.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .
TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation. The Offeror represents that--

(i) It [___] is, [___] is not an inverted domestic corporation; and

(ii) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [___] is or [___] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ___ (or mark ``Unknown").

Predecessor legal name: ___ .

(Do not use a ``doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [___] does [___] does not anticipate submitting an offer with an estimated contract value of greater than $50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [___] does [___] does not anticipate submitting an offer with an estimated contract value of greater than $500,000.

(2) If the Offeror checked ``does'' in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[___](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[___](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and theContracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does'' in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: ___ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g.,

agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

_____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)). Please note this clause only applies to 8(a) small business concerns for this solicitation. FAR clause 52.219-14 does not apply to any Randolph Sheppard Act (RSA) state licensing agency (SLA) that may submit a proposal.

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

____ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

_____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (OCT 2015) of 52.223-13.

_____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

X (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

_____ (ii) Alternate I (May 2014) of 52.225-3.

_____ (iii) Alternate II (May 2014) of 52.225-3.

_____ (iv) Alternate III (May 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

X (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi)52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.
(End of clause)

52.219-17 SECTION 8(a) AWARD (JAN 2017)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the USMC, Regional Contracting Office-Hawaii the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the USMC, Regional Contracting Office-Hawaii Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the “Disputes” clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the USMC, Regional Contracting Office – Hawaii.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS (JAN 2017)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the USMC Regional Contracting Office – Hawaii Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

OCCUPATIONAL TITLE	HOURLY PAY RATE	FRINGE BENEFIT
BAKER (7402 Grade 5)	$16.95	$2.15
CASHIER (2091 Grade 2)	$12.36	$1.56
COOK I (7404 Grade 4)	$15.14	$1.92
COOK II (7404 Grade 6)	$18.89	$2.39
DINING FACILITY LEADER(WG7408 Grade 8)	$23.32	$2.95
DISHWASHER (WG7408 Grade 2)	$13.43	$1.70
EQUIPMENT MAINTENANCE WORKER/ MECHANIC (4749 Grade 7)	$20.99	$2.66
FAST FOOD SHIFT LEADER(WG7408 Grade 4)	$16.79	$2.13
FOOD SANITATION SPECIALIST 1 & 2 (WG7408 Grade 3)	$15.14	$1.92
FOOD SERVICE WORKER (WG7408 Grade 2)	$13.43	$1.70

HEATING, REFRIGERATION AND AIR-CONDITIONING MECHANIC(4749 Grade 7)	$20.99	$2.66
JANITOR(WG7408 Grade 2)	$13.43	$1.70
LEAD WORKER(WG7408 Grade 4)	$16.79	$2.13
MESS ATTENDANT(WG7408 Grade 2)	$13.43	$1.70
POTS & PANS WASHER (WG7408 Grade 2)	$13.43	$1.70
SHIFT LEADER (WG7408 Grade 4)	$16.79	$2.13
STOREROOM KEEPER(6914 Grade 5)	$16.95	$2.15
TRUCK DRIVER (5703 Grade 4)	$16.79	$2.13

(End of clause)

252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS--PARTNERSHIP AGREEMENT (MAR 2016)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by ____.

[Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by the SBA.]

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas, unless--

(i) The SBA has determined that there are no small business manufacturers or processors in the Federal market place in accordance with FAR 19.502-2(c);

(ii) The acquisition is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, in which case a small business concern may furnish the product of any domestic firm; or

(iii) The acquisition is a construction or service contract.

(2) The ____ [insert name of SBA's contractor] will notify the ____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

This clause is tailored to reflect the following exception: competition is limited to RSA SLA and 8(A) small business concerns with priority given to the SLA IAW with the Randolph Sheppard Act and implementing U.S. Department of Education regulations.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

2 in 1 or Combo

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	M67443
Issue By DoDAAC	M00318
Admin DoDAAC	M00318
Inspect By DoDAAC	M00318
Ship To Code	*Not applicable-Leave Blank*
Ship From Code	*Not applicable-Leave Blank*
Mark For Code	*Not applicable-Leave Blank*
Service Approver (DoDAAC)	*Not applicable-Leave Blank*
Service Acceptor (DoDAAC)	M00318/S002
Accept at Other DoDAAC	*Not applicable-Leave Blank*
LPO DoDAAC	M00318
DCAA Auditor DoDAAC	*Not applicable-Leave Blank*
Other DoDAAC(s)	*Not applicable-Leave Blank*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
david.g.cunningham@usmc.mil

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Ora Cheung, 808-257-0092; e-mail: ora.cheung@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

PWS

Performance Work Statement (PWS)

Management and Mess Hall

Attendant (M&MA) Services for Marine Corps Base Hawaii (MCBH)
As of Amendment 0004

1. Vision Statement

To remain responsive to Marines needs for high-quality and nutritious meals.

1.1 Introduction

The contractor shall effectively plan, develop and execute a cost-effective Marine Corps Base Hawaii, Kaneohe Bay Food Service program while maintaining occupational proficiency for food service Marines (MOS 3381).

1.2 Mission

Safely serve fresh nutritious, wholesome, quality meals while complying with the Marine Corps expanding diversity of ethnic, cultural and nutritional requirements for our warfighter.

1.3 Background

The Director, Headquarters United States Marine Corps (USMC), Food Service and Subsistence Program is responsible for the overall food service operations for the Marine Corps.

The Contracting Officer (KO) will have overall contractual authority to the maximum extent practicable, consistent with law.

The Contracting Officers Representative (COR) and Technical Representative (TR) will function as the Installation Contracting Officer Representatives respectively.

The Quality Assurance Evaluator (QAE) will be tasked to assess and monitor contract performance.

The Installation Food Service Officer (FSO) or official designee will continue to function as a special staff officer within the military chain of command, advising commanders and coordinating efforts on all matters pertaining to MCBH Management and Mess Hall Attendant (M&MA) Services.

1.4 Scope
There are seven primary goals of the Marine Corps Base Hawaii, Management and Mess Hall Attendant (M &MA) Services Contract:

Goal 1. Provide high quality meals that meet or exceed the nutritional requirements in accordance with Fueled to Fight (F2F), and Marine Corps Base Hawaii Master Menu.
Goal 2. Provide meals that are prepared in accordance with (IAW) food safety standards.
Goal 3. Provide meals in a clean and pleasant establishment.
Goal 4. Provide meals in a timely fashion.
Goal 5. Provide capable and responsive food service and facility management.
Goal 6. Provide sustainment of Government Furnished Property.
Goal 7. Provide a training platform to Food Service Marines assigned to Management and Mess Attendant (M&MA) Mess Halls.

2. General Requirements
The base period of performance for Marine Corps Base Hawaii, Food Service Contract shall begin 01 March 2018 through 28 February 2019 with four option years.

The Contractor shall provide all management, personnel, tools, and supervision necessary to perform management, administrators, inventory control, ordering control, food preparation, mess attendant, food service workers, food preparation and serving equipment maintenance and repair, motor vehicle operation, cashiers at facilities associated within the Marine Corps Base Hawaii Food Service Program as defined in this Contract.
The Contractor shall perform to all standards and requirements described at the food service facilities listed herein.

A brief explanation of the various types of services required under this contract is listed below.

(1) Administrative Support and Clerical:
-Administrative Assistant (Technical Representative and Project Manager)
-Accounting Clerk II (Marine Corps Food Management Information System ((MCFMIS))/Point of Sale ((POS)) administrator)
-Accounting Clerk II (STORES Web/ SABRS administrator)
-Orders Clerk I (Common Logistics Command and Control ((CLC2S)) Orders Clerk/ PR Builder Orders Clerk)
-Secretary I

(2) Food Preparation and Mess Attendant Services:
-Baker
-Cook I
-Cook II
-Dishwasher
-Mess Attendants
-Food Service Worker

(3) General Services and Support Occupations:
-Janitor
-Laborer, Ground Maintenance
-Window Cleaner

(4) Landry, Dry-Cleaning, and Pressing:
-Presser, Machine, Wearing Apparel, Laundry

(5) Materials Handling and Packing:
-Store Worker I (Storeroom/Property/PR builder)

(6) Mechanics and Maintenance and Repair: (Food Preparation and Serving Equipment Maintenance and Repair)
-Electronics Technician Maintenance I

-General Maintenance Worker

(7) Transportation/Mobile Equipment:
-Truck driver, Light

(8) Miscellaneous:
-Cashier

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Marine Corps Food Management Information Systems (MCFMIS) such as: Production Worksheet, Menu Scaled Recipe, Issues, Issue Summary, Pull Sheet, Menu Scaled Ingredient Labels, Post Meal Counts, Food Items and Recipe, and Daily Coat Analysis.

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Department of Defense Single Stock Point for Military Specifications, Standards and Related Publications (DODSSP) Collection such as: Custodian Asset Report (CAR), Custodian Inventory Report (CIR), Mess Hall Equipment Replacement Record (MERR), National Stock Number (NSN), and Minor Property Report.

2.1. Non-Personal Services
The Government will neither supervise contractor employees nor control the method by which the contractor performs the required work under this contract. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the KO immediately.

2.2. Business Relations
The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3. Contract Administration and Management
Contractor managerial functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional-style food service establishments.

Contractors will perform their duties alongside of military food service personnel. The Contractor shall comply with the Marine Corps Base Hawaii Master Menu and authorized changes, MCO P1011.42B (Armed forces Recipe Service), The Marine Corps Food Management and Information System (MCFMIS) and all authorized changes made by the Installation Food Service Officer/Food Technician. All food prepared in the food service facilities shall be prepared and stored in accordance with provisions contained in NAVMED P5010-1, Tri-Service Food Code (TSFC).

2.3.1. Contract Management
The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between TR and the contractor's corporate offices. Additionally, the contractor must maintain continuity between the support operations at local installations and the contractor's regional and/or district offices.

2.3.2. Contract Administration
The contractor shall establish processes and assign appropriate resources to effectively administer requirements. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support the

Marine Corps Base, Kaneohe Bay Food Service Contract. The contractor shall assign work effort and retain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3. Personnel Administration
The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make all necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract requirements both on and off site. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.3.4. Right of First Refusal
Upon award of the contract, the contractor and its subcontractors are required to offer those service employees that are employed under the predecessor contract, and whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. Therefore, the contractor shall comply with the Non-displacement of Qualified Workers clause 52.222-17 in this contract.

2.3.5. Insurance
Within 15 calendar days after award, the Contractor shall furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts not less than the minimums specified below and in accordance with the FAR 52.228-5, insurance – work on a government installation clause. This insurance must be maintained during the entire performance period.

The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

- Comprehensive General Liability: $1 million per occurrence.
- Automobile Liability: $200K per person, $500K per occurrence for bodily injury, $20K per occurrence for property damage.
- Employee's Liability Coverage: $100K, expect in states where workers' compensation may not be written by private carriers.
- Worker's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
- Liability to Third Persons: in the amount of $1 million per claimant and $2 million per incident.
- Other as required by State Law.

2.4. Subcontract Management
The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors shall add subcontractors to their team after receiving consent from the KO. Cross teaming may or may not be permitted.

2.4.1 Medical Requirements
The Contractor shall ensure that all personnel have a current Medical Certificate (DD form 2971) prior to starting work. All Contractor personnel shall be examined for evidence of tuberculosis. The medical screening shall be in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC), all forms will be maintained by the Contractor in accordance with Health Insurance Portability and Accountably Act (HIPAA) and the privacy act. The Contractor shall keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of their DD form 2971.

2.4.2. Contract Employee Health

The Contractor shall comply with requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC). The Government reserves the right to remove or direct the Contractor to remove any employee that the Government believes may have a communicable disease. Removal of a contract employee because the employee may have a communicable disease shall not relieve the Contractor from responsibility to perform under this contract.

2.4.3. Emergency Medical Care

Only Emergency medical care is available at the Navel Regional Medical Clinic to the Contractor employees who require immediate medical treatment resulting from on-the-job injury. The Government on a reimbursable basis will provide emergency medical transportation to a community medical facility. Cost and reimbursement policy will be rendered by the KO.

The Contractor shall immediately report an occurrence of a job-related injury. The Contractor shall prepare an accident report and forward the original and one copy to the COR/ACOR within 4 hours.

2.5. Contractor Personnel

The Contractor shall provide an on-site Project Manager to be responsible for performance of the work. The Project Manager shall be on-site at least 70% of the operational time. In the absence of the supervisor, a lead worker shall be placed in charge and shall have supervision as his primary function during the times he is in charge.

During Mess hall operating hours, the Project Manager or Alternate shall be available to meet with the COR. at the mess hall, within 60 minutes of a call to meet. After close of the mess hall for the day, the Project Manager shall be available within 2 hours for discussions.

2.5.1. Conduct, Conflicts of Interest, and Other Issues

Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
The Contractor shall remove immediately from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

The Contractor shall employee professionally and technically qualified personnel to perform the work specified and to ensure that the quality of services performed meet the performance standards specified.

The Contractor shall not employ off-duty quality assurance personnel or any individual who has received a persona non grata, nor any person who is an employee of the United States Government, when employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Department of Defense, Military or Civilian. The Contractor shall not employ family members of Military food service personnel assigned or near the vicinity of the Food Service Facilities.

The Contractor is cautioned that off-duty/active personnel hired under this contract may be subject to permanent change of station orders, change in duty hours, or deployments, which could have an impact upon his/her staffing. Military Reservists and National Guard members may be subject to recall for active duty. Their absences at any time shall not constitute an acceptable excuse for non-performance under this contract.

A strike by the Contractor's employees does not constitute justification for non-performance of any part of this contract.

2.5.2. Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined by the Wage Determination List under the Department of Labor, labor rates, and man-hours utilized in the execution of the Performance Work Statement (PWS) line items issued hereunder will be the minimum necessary to accomplish the work. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

The use of alcoholic beverages and illegal drugs, or incapacitating agents while on duty, is strictly forbidden. The contractor shall immediately remove and replace employees who are under the influence of such substances without causing a disruption in services.

2.6 Capable and Responsive Management and Staffing

The Contractor shall provide all requisite management resources and staffing needed to accomplish the work delineated in this PWS. Anticipating and planning for changes in the work environment, including changes in the demand for meals or other food services is a fundamental part of this management requirement.

2.6.1 Staffing Requirements

The contractor shall provide all staffing required to accomplish the work described in the PWS. The following are the minimum requirements for staffing. The contractor has the discretion to decide to provide additional staffing beyond what is listed below at no additional cost to the Government in order to meet the requirements of the PWS.

Required Jobs: Key Billets

-Project Manager (a person in charge of Mess Hall Operations and employees working under the company). It is mandatory for 1 full-time person to hold this position.
-MCFMIS Operator- places subsistence orders please see Section 5 on page 60 of the original solicitation. It is mandatory for 1 full-time person to hold this position.
- Production Chef (aka Head Chef/Executive Chef). It is mandatory for 1 full-time person to hold this position.
- Cooks I/II- enough to support the meals listed in 3.2 page 52. It is mandatory to have a minimum of 16 full-time personnel to hold these positions.
- Bakers- enough to support all meal listed in 3.2 page 52. It is mandatory to have a minimum of 3 full-time personnel to hold these positions.
- Maintenance Technicians- Works on all food service equipment in the facility. It is mandatory to have a minimum of 2 full-time personnel to hold these positions. Tasks may include and be combined with the requirements for the electrical maintenance and light truck driving duties.
- Accounting Clerk- STORES WEB/SABRS; Orders Clerk- PR Builder/CLC2S; and Secretarial duties. ,Iit is mandatory to have a minimum of 2 full-time personnel to fulfill these positions/responsibilities/duties.
-Cashiers. It is mandatory to have a minimum of 5 full-time personnel to hold these positions.
-Food Sanitation Specialist. It is mandatory to have a minimum of 41 total full-time personnel to fulfill these positions. These positions have the following job responsibilities/duties: Mess Attendant duties; Food Service Work duties; Janitorial duties; Window cleaning duties; Store Worker duties in the Storeroom (it is mandatory to have a minimum of 3 of the 41 full-time personnel assigned to this duty); Store Work duties in the Property room (it is mandatory to have a minimum of 2 of the 41 full-time personnel assigned to these duties; and Dishwashing duties (it is mandatory to have a minimum of 6 of the 41 full-time personnel assigned to this duty). Please note 3 dishwashers are required per scullery, and 2 scullery's are to be manned for all shifts with a 3rd scullery available for over-flow as needed.

2.6.1.1 Qualifications Requirements

The Contractor shall furnish, with the initial proposal, the names of the key personnel hired to perform work under this contract. The names are to be accompanied by a brief personal history statement including, but not limited to, a record of employment covering the immediately preceding year and other mess attendant related jobs.

b. Must possess the following experience, at a minimum:

1. The Project Manager: shall, within the past 10 years, have 8 years' experience; consisting of a minimum of 5 years supervisory experience, and 5 years management experience in volume food service providing complete meal service. The project manager must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 10 years and pay grade of E-9, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed Project Manager is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 10 years must have been in a supervisory status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

(2). Marine Corps Food Service Information System (MCFMIS) Operator shall, within the past 10 years, have 5 years' experience; consisting of a minimum of 5 years supervisory experience, and 3 years management experience in volume food service providing complete meal service. The MCFMIS operator must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 6 years and grade of E-6, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed MCFMIS Operator is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 3 years must have been in a status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

3. Production Chef – is the Head Chef/Executive Chef in Charge of all the areas production schedules, employees, and number of cooks assigned to include the Snack Line and Satellite Facility: Shall, within the past 10 years, have 5 years' experience in complete orders from steam tables, placing food on plates and serving customers at counters. Have grilled and garnished hamburgers or other meats such as steaks and chops. Grilled, cooked, and fried foods such as french fries, eggs, and pancakes. Perform simple food preparation work such as making sandwiches, carving meats, and brewing coffee. Take orders from customers and cooked foods requiring short preparation times, according to customer requirements. Clean food preparation equipment, work areas, and counters or tables. Also, possess knowledge in preparation of hot food items using sautéing, roasting and baking skills and performing work such as volume preparation of soups, salads, gravies and other foods constituting a snack line item. Possess knowledge of progressive cookery and high standard of quality for preparation and service of food.

(a) Military food experience at a minimum with 4 years and pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of the Production Chiefs to the Contracting Officer via the COR/ACOR within two (2) days after start of employment. It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in the position shall be identified (complete name resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of the any personnel changes.

4. Cook: Shall, within the past 5 years, have 3 years' experience functioning in every aspect of introductory food preparation, storage, cooking, baking, knife skills, weighing and measuring, production methods, presentation standards, garnishing techniques and serving. Qualifications required include basic skills in math and reading, ability to follow recipes, communicate, and work closely with others.

(a) Military food service experience at a minimum have 3 years in pay grade of E-5 or below may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of cooks to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

5. Bakers: Shall have, within the past 10 years, 5 years' experience in volume preparation of baking goods. Must possess the ability to prepare breads, rolls, muffins, cookies, pies cakes, doughnuts, biscuits, and other pastries, including icings and frostings, according to established recipes. Prepares components, gelatins, custards, meat pies, fillings, and other finishes as required. Ability to prepare all types of baked goods. Cleans and maintains work areas, utensils, and equipment. (Experience shall include but not limited to pies, cakes, breads, rolls, biscuits, sweet rolls, doughnuts, icings, sauces, glazes, puddings, and gelatin products.)

(a) Military food service experience at a minimum have 5 years in pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of bakers to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

6. Maintenance Technician: Will fall under the purview of the contractor project manager. Repairman, in coordination with the Responsible Officer and Property Chief, will perform his/her duties alongside military food service personnel. The Contractor shall comply with the MCO P4450.7E Marine Corps Warehousing and authorized changes. All equipment maintenance in the mess hall shall be in accordance with provisions contained in Marine Corps Safety Program, OSHA and technical manual requirements.

(a) Must possess the following experience, at a minimum: 3-5 years' experience required; Ability to work a flexible work schedule, including weekends and holidays; Demonstrated knowledge of electrical and mechanical systems and instruments; Proficient use of basic electrical and mechanical troubleshooting instruments; Ability to read and understand warning and instruction labels; Follow written and oral instructions; Familiar with various welding techniques and procedures; and Food industry experiences a plus.

(b) The contractor shall submit the name and detailed resume of service repairman to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

2.6.1.1 KEY PERSONNEL

The personnel listed below are considered essential to the work being performed hereunder. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer 15 working days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. No change in personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. However, in urgent situations, as determined or agreed to by the Contracting Officer, an oral request to substitute key personnel may be approved and subsequently ratified by the Contracting Officer in writing. Such ratification shall constitute the consent of the Contracting Officer required by this paragraph. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on the substitution(s). In the event the proposed substitution of key personnel does not meet or exceed the education,

experience, and other technical requirements of the personnel being replaced, the Government reserves the right to require continued performance of previously approved key personnel or to require substitution of acceptable replacements for the individuals specified below. The key personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator
TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cooks
TBD at time of award of contract	Bakers
TBD at time of award of contract	Maintenance Technician

2.6.2 Contractor Manpower Reporting Language for Contract Performance Work Statements
"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Food Services via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/"

2.6.3. Employee Breaks
Employee breaks (rest periods) shall not be taken during the periods of meal preparation, serving, or post meal periods without the approval of the Project Manager. Breaks shall be taken in designated areas only. Contract employee's breaks shall not interfere with contract employees performing services.

Contractor employees shall not loiter, congregate or sleep, in working or patron areas.

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

2.6.5. Contractor Personnel Meals
Personnel who are employed in the food service facilities under this contract may purchase meal while on duty and up to 30 minutes before or after their shift. The Contractor personnel dinning times shall not interfere with performance of this contract. The Standard meal portions will be available to the Contract employees. The rate charges shall be the Standard meal rate, as provided by the government in official correspondence.
The Contractor shall, before any meal consumed, pay for the meal with the cashier at the appropriate meal rate. Snacking, (consumption of food or drink without reimbursement to the government) is strictly prohibited.

Contractor employees eating Government substance at any time shall be required to pay for a complete meal. The Contractor shall develop a policy to discourage snacking. If snaking is observed, the contract employee will be charged by the period of the day in which the eating or drinking is observed. If any employee observed snacking does not have funds to pay for the meal, the Contractor shall be required to pay.

Consolidation of employee personal meals with Government food is prohibited. The Contractor shall provide a refrigerator(s) at the mess hall to store employee meals. Contract employees shall consume meals only in areas designated for eating, and at no time will the meals provided leave the facility.

2.7. Location and Hours of Work

Accomplishment of the results contained in this PWS requires work at food service facilities and other government facilities. Normal workdays for the food service facilities are Monday through Sunday to include Federal and State Holidays.

The Contractor Shall Provide Critical Management tools, labor, and transportation, necessary to perform services in:

(1) Anderson Hall, 1089 Seldon St. MCBH HI, 96863: is a full service dining facility to include carry out services.

(a) **Main Line/Specialty Bars,** (3) Serving Lines, Normal hours of operation:

Monday- Friday
- Breakfast: 0530-0730
- Lunch: 1030-1300
- Dinner: 1600-1800

Weekend &Holidays
- Breakfast Brunch: 0800-1100
- Dinner Brunch: 1500-1800

(b) **Snack Line,** (1) Serving Line

Monday-Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: 1600-1800

Weekend &Holidays
Closed

(2) Flight-Line, Bldg. 144 1st St. MCBH HI, 96863: (1) Serving line, is a convince style dining facility where all items are carry-out style. Patrons are authorized to dine-in.

Monday- Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: (as requested by the unit)
- Mid-Rations (as requested by the unit)

Weekends & Holidays
Closed

(3) Pu'uloa Range Training Facility (PRTF) Bldg. 200 MCB Ewa Beach HI, 96707: Provides a boxed/bag meals for Breakfast, Lunch, and Dinner to support training units. All boxed/bag meals will be transported from Anderson Hall to Pu'uloa Training Range Facility in a refrigerated vehicle, daily, or as range missions requires.
- Required hours: 0400- until operational training has come to a stop.

The Contractor Shall be responsible for performing all required daily listed within this contract. The services provided shall be in accordance with maintenance and sanitation standards established by federal, state, and county sanitation laws and regulations applicable to the State of Hawaii, and in accordance with provisions contained in NAVMED P-5010-1 Tri-Service Food Code (TSFC), or most current Department of Defense Order.

2.7.1. Extended Service Hours

Special and emergency situations (for example, accident and rescue operations, civil disturbances, weather warnings, base alerts) may necessitate a dining facility to operate on an extended basis of up to 24 hours per day. The contractor shall provide these services when required by the contracting officer. ~~at the Optional Surge CLIN prices. The Contractor shall provide these optional surge services, when requested by the KO.~~ If this is requested

orally, a written contract modification, setting forth the effort required, will be provided as soon as possible thereafter, but no later than (24) hours. ~~The price of the additional work will be based on the hours and categories required at the loaded hourly labor rates contained in the optional surge CLINS. Optional Surge~~ Services may also be needed due to situations such as equipment failure, unscheduled power outages, and or closing of food service facilities for repairs, delays due to expected or unexpected troop movement and unanticipated extension of meal hours. These services will be used only in emergency situations. In addition ~~to the Optional Surge CLINS,~~ the Contractor shall provide services during Crisis declared by the National Command Authority or Overseas Combatant Commander. Upon notification by the contracting officer, the contractor shall perform special event services (Contingencies, Operational Readiness Exercises or Inspections, Facility operations on an extended basis up to 24 hours per day, etc.) as required.

The KO shall issue a unilateral change order citing the authority of this provision. When performance pursuant to such an order causes an increase in the Contractor's cost to perform any portion of the work under this contract, an equitable adjustment will be negotiated.

All services described under this paragraph must be approved by the KO prior to performance.

Contractor Personnel. The Contractor shall provide responsible worker personnel including management personnel to perform the duties as specified in the Performance Work Statement.

2.7.2. Rim of the Pacific (RIMPAC)

The Contractor shall provide additional Support for Anderson Hall in Support of Rim of the Pacific (RIMPAC). RIMPC, historically, is a biannual event (2018, 2020, 2022, 2024, etc...) hosted aboard Marine Corps Base (MCB) Hawaii. Multiple countries participate and are required to be supported for subsistence from Anderson Hall and such will result in increased amounts of patronage. A temporary increase in contractor support is required to support this operational readiness exercise. Assignment of support required personnel will be set forth by the Contractor and the COR/ACOR. The Government will provide the Contractor (60) days notification of RIMPAC.

Below is an example of the minimum support that will be required in support of RIMPAC:
2,500 additional force to be supported, this may fluctuate throughout the operation. The force flow of personnel will be provided to the Contractor.

Dates of Support 01 June- 31 October (training, build-up, and retrograde)
Support required: additional contracted cooks, and additional contracted mess attendants
Hours required: Full time employees, 40-hr week
Days required: Sunday-Monday, staggered schedule
Cooks will be assigned on a watch system in a way to maximize support during peak periods.

2.7.3. Strike/Contingency Plan.

Fourteen (14) days prior to the contract start date or prior to an eminent strike the Contractor shall provide to the Contracting Officer, for approval a strike contingency plan. The strike contingency plan shall include proposed procedures to notify the Government of a strike or intent to strike, plan of action to perform services outlined in the contract with minimum disruption of services to mess hall patrons, use of other personnel presently employed by the contractor, use of supervisory personnel and use of other sources of personnel.

3. Food Quality

The Contractor shall be responsible for providing consistently high quality meals that meet or exceed nutritional requirements in accordance with Fueled to Fight (F2F) color coding system at every meal. Foods shall be prepared

and served in a manner that demonstrates advanced culinary skill and proficiency. Quality will be measured by the customer satisfaction ratings.

The Contractor shall prepare and store food in a way that protects it against cross contamination per the requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC).

3.1. Authorized Personnel to Subsist

The Contractor shall support all Military Personnel (meal card holders) whom are authorized to subsist at the government expenses. The enlisted members are the primary customers at all the food service facilities.

The Contractor shall support all secondary customers who are military and authorized personnel that wish to, and are granted permission to dine in the facility at their own expense.

Blanket authorization to feed civilians (i.e. federal employees, retires, dependents, guest, foreign military, etc.) is not authorized, and is contrary to congressional intent of appropriation. The Installation Commander may authorize only eligible personnel to subsist, on an exception/non-reoccurring basis. This authorization shall be forward to the Contractor at least (3) working days prior to the occasion.

The Contractor shall ensure only authorized individuals are served, per MCO 10110.14M, and current Department of Defense orders and directives.

3.2. Estimated Quantities

Estimated Meals per day. The estimated meals per day at each facility are based on (3) years of historical data. The Contractor shall provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated Quantities daily with or without the assistance of Military Cooks.

Anderson Hall, bldg. 1089: Main Line, Specialty Line, and Snack Line (Monday-Friday)

Breakfast	Lunch	Dinner
High: 700	High: 1400	High: 1250
Low: 150	Low: 200	Low: 175
Average: 450	Average: 800	Average: 750

Anderson Hall, bldg. 1089: Main Line and Specialty Line, (Weekend & Holiday(s))

Breakfast Brunch:	Dinner Brunch
High: 775	High: 1100
Low: 100	Low: 100
Average: 400	Average: 600

Flight-Line, bldg. 144: (1) Serving Line (Monday- Friday)

Breakfast:	Lunch:	Dinner/Midrats:
High: 300	High: 400	High: 300
Low: 25	Low: 50	Low: 0
Average: 160	Average: 225	Average: 20

Pu'uloa Range Training Facility (PRTF), Bldg. 200: box/bag meals (Sunday- Monday)

Breakfast:	Lunch:	Dinner:
High: 800	High: 800	High: 800
Low: 0	Low: 0	Low: 0
Average: 200	Average: 200	Average: 50

3.2.1. Additional Portion Policy

Additional servings shall be provided to patrons upon request, after the customer has consumed the previous food portions received, and rejoined the serving line. The Contractor may offer a more liberal additional portions policy at their discretion keeping within the Daily Cost Analysis.

Additional portion(s) served will be consumed in the food service facility and will not be provided in a "to-go" container.

3.3. Menu Management

Contractor shall prepare and serve meals to a minimum of the baseline meal and menu requirements in accordance with Marine Corps Base Hawaii Master Menu and Fueled to Fight (F2F) and the contractor's menu management plan. The Contractor's Menu Management Plan will be approved 15 days after award of contract.

3.3.1. Menu Posting

The Contractor shall post the menu daily at each mess hall in such a way that will serve as advertisement for current and future menus. The Contractor shall post F2F program requirements. Contractor shall post menu and prices at the entrance to the dining facility serving area for all meals during the day before the start of the breakfast meal. The Contractor shall put meal information into the computer for maintaining the menu screens.

3.3.2. Menu Choices and Options

Main-Line entrees shall be served as the primary meal. A cyclic master menu will be used in all mess halls. Main-Line and Fast-Food meal options shall not be duplicated during a meal period and shall meet the menu requirements listed in the Marine Corps Base Hawaii, Master Menu. The Contractor is encouraged to provide innovative food items and menu selections that appeal to the Marine Corps diverse demographics.

The Contractor may provide meals as either self-served, (e.g., customers serve themselves), or served by Contractor employees, keeping within the Daily Cost Analysis.

Unless specifically stated otherwise herein, Main-Line, Specialty Line, and Fast-Food meal options shall be included during all meal periods.

The Contractor shall monitor the acceptability of menu items and eliminate items with low levels of customer acceptance. Where a menu item is changed the replacement item served shall be equal to or better than the item planned per the menu in terms of food quality, nutritional value, and customer acceptability.

3.3.3. Menu Changes and Enhancements

Contractor requests for changes to master menus may be considered on a one-time, temporary, or a permanent basis. The Contractor must submit requests to the Mess Hall Manger for all menu changes. One-time or temporary menu changes are approved or disapproved by the Mess Hall Manager. Requests for permanent menu changes are approved or disapproved by the COR/ACOR.

Temporary Menu Changes shall not exceed a period of 90 calendar days. Menu changes exceeding 90 calendar days are considered a Permanent Menu Change. One-time or temporary menu change requests shall be approved or disapproved within (7) calendar days by the Mess Hall Manager.

All requests for menu changes shall be provided by the Contractor at no additional cost to the Government. Menu changes shall be reported in the Contractors Monthly Management Report.

3.3.4. Menu Substitutions

The Contractor shall manage, inventory and issue the food items proposed within the MCBH Master Menu and Contractors menu plan in quantities sufficient to feed all customers for a given meal period. In such cases where the Contractor runs out of one or more menu items, the Contractor shall replace with an item deemed equal to or greater to the item being replaced, in terms of food cost, customer acceptance, food quality and nutrition. The Contractor shall maintain copies of all menu substitution, correspondence as part of the Daily Folder as stipulated in the MCFMIS SOP.

3.4. Special Requests/Services

3.4.1. Special Holiday Meals Requirements

On the Navy Birthday, Marine Corps Birthday, Thanksgiving Day, Christmas Day, and New Year's Day, the Installation Commander may authorize the sale of holiday meals to guests of military personnel and to civilian government employees.

The Contractor shall provide sufficient personnel and extension of meal hours in order to accommodate the increase of personnel in attendance, for all Special Holiday Meals listed.

Personnel may be authorized to eat the holiday meal in the mess hall on these days at the discretion of the Installation Commander. Personnel not authorized to subsist at government expense will be charged the applicable meal prices (including surcharge, if applicable). Holiday meal rates will be charged in accordance with Marine Corps Bulletin (MCB) 10110.10

The Contractor shall provide, at their expense, appropriate decorations, for the food services facilities in conjunction with Special Holiday Meals shown in below:
Special Holidays Type of Meal Menu Date
Navy Birthday Lunch or Dinner (13 OCT)
Marine Corps Birthday Lunch or Dinner (10 November)
Thanksgiving Day Lunch, Dinner or Dinner Brunch (4th Thursday in November)
Christmas Day Lunch, Dinner or Dinner Brunch Same as Marine Corps Birthday (25 December)
New Year's Day Lunch or Dinner (Not designated 1 January)

3.4.2. Themed Meal Requirements
The Contractor shall provide themed meals to reflect the celebratory occasions. The Contractors shall provide, at their expense, appropriate decorations, for the food service facilities in conjunction with celebratory occasions listed below:

Themed Meal Type of Meal Theme Menu Date
Birthday of Martin Luther King, Jr. Lunch or Dinner Celebration of the life and accomplishments of Martin Luther King, Jr. (Not designated, Third Monday in January)
African-American History Month Lunch or Dinner African-American Heritage (Not designated Month of February)
Women's History Month Lunch or Dinner Women's Heritage (Not designated Month of March)
Days of Remembrance Lunch or Dinner Remembering victims of the Holocaust (Not designated April or May)
Asian Pacific Heritage Month Lunch or Dinner Asian Pacific Heritage (Not designated Month of May)
Women's Equality Day Lunch or Dinner Women's Heritage (Not designated 26 August)
National Hispanic Heritage Month Lunch or Dinner Hispanic Heritage (Not designated 15 September 15 October)
Native American Heritage Month Lunch or Dinner Native American Heritage (Not designated Month of November)

3.4.3. Mess Deck Support
The Contractor shall provide mess deck requests and coordinate schedules to ensure there is no double booking for the specialty deck side. The Contractor shall set up and tear down the tables and serving areas in order to meet the unit's request. If the number of personnel exceed 60 PAX the contractor shall open an additional scullery.

3.4.4. Recreational Meals Requirements
The Contractor shall provide Recreational Meals to Marine Corps units participating in family day events, sports day events, and other similar authorized functions. The baseline menu requirements for Recreational Meals are provided in the Marine Corps Base Hawaii, Master Menu. The Contractor shall provide clean/sanitize serving equipment on a loaned basis. The Contractor shall transport the meals and clean/sanitize serving equipment as far as the mess hall loading dock and assist with the loading of the meals and serving equipment onto vehicles, if needed.

Requests for Recreational Meal support shall be submitted to the Mess Hall Manager for approval at least (7) calendar days in advance. Upon approval by the Mess Hall Manager, and Project Manager the Contractor shall proactively coordinate Recreational Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of**

servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.

3.4.5. Box Meals Requirements

The Contractor shall provide Box Meals to requesting units. Box Meals shall be available for pick up at the mess hall requested from by the unit. A Box Meal may be requested for the Breakfast, Lunch, Dinner, or Midnight Rations meal (Mid-Rats). The Contractor shall transport the meals as to far as the Pu'uloa Range, Bldg. 200, and assist with the loading and unloading of the meals onto and off vehicles to appropriate refrigeration.

Minimum Box Meal requirements are provided in the Marine Corps Base Master Menu. Alternatives, if proposed, should accommodate the recommendations for box meals provided in the NAVMED P5010-1 Tri-Service Food Code (TSFC), and in accordance with the Fueled to Fight (F2F) program.

Requests for Box Meal support shall be submitted to the Program Manager for approval at least (3) calendar days in advance. Upon approval by the Program Manager the Contractor shall proactively coordinate Box Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

All box meals shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.6. Remote Site Meal Requirements

The Contractor shall provide meals for units participating in field exercises and other events when meals are required away from the mess hall, only after approval of Mess Hall Manager. This effort is commonly referred to as Remote Site Feeding. Remote Site Feeding meals shall be the same as those provided from the regular cycle menu at the mess hall where the meals are ordered and picked up from. The Government will provide food and beverage containers, transportation, drivers, and the requisite personnel needed to transport and to serve the meals at the remote site. The Contractor shall be responsible for preparing the meals and transferring the meals requested into the meal containers. The Contractor shall provide sufficient condiments for the number of meals. The Contractor shall transport the meals as far as the mess hall loading dock and assist with the loading of the meals onto vehicles, if needed.

The Contractor shall sufficiently heat or chill the food and beverage containers. Contractor shall ensure food remains outside of the Time/Temperature Control for Safety (TCS) (between 41F and 135F) until time of pickup. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

The Contractor shall clean and sanitize the meal containers used to transport the food, and the utensils used to serve the food, both before and after use.
Units requesting meals for Remote Site Feeding may request to borrow serving utensils and other similar items to serve meals away from the mess hall. The Contractor shall provide such items on a temporary loaned basis.

Requests for Remote Site Meal support shall be submitted to the Mess Hall Manager for approval at least (5) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Remote Site Meal support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

3.4.7. Hot and Cold Beverage Support

Hot and Cold Beverage Support is occasionally required by units, and is typically provided to Marines engaged in rigorous outdoor activity. The requirements for Hot and Cold Beverage Support: Units requesting this support shall provide insulated containers for storing and transporting the beverages. The Contractor shall fill the containers with the requested number of Hot and Cold Beverage Support rations, and provide appropriate disposable cups, at their

expense, in quantities sufficient to support the number of rations requested. The Contractor shall clean and sanitize the beverage containers before and after use.

3.4.8. Fruit Support for Conditioning Hikes

Fruit and beverage support is occasionally required by units, and is typically provided to Marines engaged in conditioning hikes as required. Units requesting this support will provide a Unit Letter of Instruction to the Mess Hall Manager for approval at least (10) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Hike support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date. Hike support is non-reimbursable to the facilities and is only used for hikes over 3 miles. There are no monetary credits for conditioning hikes.

4. Service Quality

The Contractor shall be responsible for providing consistently high levels of service quality. Food service staff shall be attentive and accommodating to customer needs, while consistently maintaining a respectful, pleasant, and courteous demeanor towards customers.

The Contractor's operation shall be conducted in such a manner to prevent attractions of insect, vermin and rodents. The Contractor shall comply with pest control measures prescribed in NAVMED P5010-1 Tri-Service Food Code (TSFC) and in connection with the Facilities Rodent Control Program for the installation. Indications of infestation of vermin, rodents or pets shall be reported to the COR by the Contractor.

4.1. Quality Control

The Contractor shall develop a Quality Control Plan (QCP) and maintain an effective quality control program to ensure services are performed in accordance with the contract and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractors QCP is the means by which they assure themselves that their work complies with the requirement of the contract.

The QCP (which was submitted with the proposal) will be accepted by the Government at the time of the award of the contract. . The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Governments review and approval. The Government may find the QCP "unacceptable" whenever the Contractors procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.1.2 Quality Control Plan

The Contractor’s QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

(1) A description of the Contractor’s quality control system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, the extent of their authority, and a list of any other functions the individual(s) performs concurrently with the QC work which may adversely affect the level of quality.

(3) Provisions for recording the results of inspections and for recording any corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

A file of all Quality Control inspections, both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to the Contracting Officer within 10 working days of completion/termination of the contract.

The Contractor shall submit to the Contracting Officer a revised QCP for approval within seven calendar days of any change.

Each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the work. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the PWS paragraph entitled, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES". All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work without notice to the Contractor.

The Contractor shall meet the Government's representative at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement.

The project manager shall be required to meet at least weekly with the COR/ACOR, for performance evaluation meetings, until full implementation of contracting services of the mess hall. The project manager, mess hall managers or assistant mess hall managers shall be required to meet at least twice per month with the COR/COR/ACOR and other mess hall managers; for Food Service Management meetings, to discuss food service issues and upcoming events.

In addition to inspections of contractor performance by the COR/ACOR, Preventive Medicine personnel will also inspect for compliance with sanitary standards established in the most current edition of NAVMED P5010-1 Tri-Service Food CODE (TSFC). The cleanliness of spaces and related equipment will be measured by the Food Service Sanitation Inspection, NAVMED 6240/1 Form. Defects will be reported to the COR/ACOR in writing within 24 hours after the inspection.

Sanitation discrepancies identified during inspections require immediate correction. Sanitation discrepancies may be cause for shutdown of the facility until required sanitation standards are restored. Failures, which are determined to be the fault of the Contractor, shall result in a deduction for nonperformance during the period in which the mess hall is shutdown.

4.1.3. Customer Comments

Meal Comment Cards shall be provided by the Contractor for mess hall patrons to comment on various aspects of their meal experience, such as the quality, quantity and other services. In addition to the Meal Comment Cards received, the Contractor shall address information provided to the government via the Defense Information System Agency (DISA) Interactive Customer Evaluation (ICE) system, as a feedback tool to improve customer satisfaction. Additional information about the DISA ICE system is provided at: http://ice.disa.mil/

To ensure customer satisfaction, the Contractor Shall conduct customer surveys and solicit customer comments in accordance with the Contractor's Quality Control Plan (QCP). The contractor shall distribute customer service forms, collect the forms and respond to customer comments when requested by the COR/ACOR. The completed customer service forms will be the property of the Government and will be turned over to the COR/ACOR upon collection. The contractor shall encourage customer comments.

4.4 Food Safety and Sanitation

The Contractor shall implement a Food Safety and Sanitation Plan and employ strict enforcement measures to ensure compliance in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC) and coordinate and provided a cleaning schedule to the COR/ACOR. The Contractor's sanitary producers shall meet or exceed the requirements listed in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

4.4.1. Sanitation Training

Contractor employees will attend and teach training classes in the principles and practices of personal hygiene and food service sanitation to both Contractor Employees, and the Government. The Government shall conduct these courses at the Navy Preventive Medicine classroom at Pearl Harbor. Contractor personnel shall also receive on-the-job training during working hours and be supervised until qualified to perform the work assigned. All Contractor personnel shall attend an 8 hours initial Sanitation Training course and a 4 hours annual refresher-training course in food service sanitation as a minimum. All contractor training records shall be made available for Government inspection upon request by inspecting parties.

Yearly refresher training in personal hygiene and food service sanitation shall be provided by the Contractor to prevent food borne illnesses. These training sessions shall be coordinated by the Contractor with the COR to allow the Contractor time to shift workers accordingly.

All Contractor supervisory personnel shall have successfully completed, as evidenced by certificate, a formal food service sanitation training program that meets the minimum requirements of Chapter I of the Naval Preventive Medicine Manual. Certificates shall be submitted to the Contracting Officer 10 days prior to contract start. Certificates shall be renewed annually and submitted to the COR on the contract anniversary date.

4.4.2. Inspections

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government in accordance with inspection clause in this contract.

(a) Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including Preventive Medicine personnel.

(b) The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests/inquiries for information, inspection or review findings by regulatory agencies

4.4.3 Sanitation Inspections

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

Each food service facility shall be subject to periodic inspections conducted by Navy Environmental and Preventive Medicine Unit (NEPMU). NEPMU inspections are designed to detect violations of food safety and sanitation standards, and to ensure that the mess halls are managed in a safe and sanitary manner. NEPMU sanitation inspections assess violations of food safety and sanitation standards as either a Critical, or Non-Critical Violation. Appropriate corrective action must be taken to correct any stated violation in accordance with timelines stipulated in the NAVMED P-5010-1 Tri-Service Food Code (TSFC).

In addition to inspection of contractor performance by the COR/ACOR, The Government will also perform inspections from W.P.t Hill Inspection Team, Western Pacific Food Management Team (WPFMT), Marine Corps Installation Pacific (MCIPAC) Technical Inspections, and Base Food Service, Hawaii Quality Assurance Evaluations (QAE). These inspections are performance based, and the Contractor shall comply. Defects or discrepancies will be reported to the COR/ACOR in writing (24) hours after the inspection. A Government inspection checklist will be provided to the Contractor by the Government.

A description of corrective actions taken to correct the discrepancies is required in writing to the COR/ACOR within three days after inspection the inspection is conducted. If the mess hall receives a total score less than 85% the Contractor shall immediately notify the COR/ACOR verbally upon completion of the sanitation inspection.

4.4.4. Food-Borne Illnesses

In the event of an outbreak or possible outbreak of food-borne illness, the Government will conduct a thorough investigation of the cause of the outbreak. This will require unrestricted access to employees, mess halls, food storage areas, and equipment for the purpose of microbiological testing and screening in accordance with NAVMED P-5010-1 Tri-Service Food Code (TFSC).

The Contractor shall immediately notify the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness. When a food-borne illness is suspected, food shall not be discarded until directed by the local military medical authority.

The Contractor will not be reimbursed for costs or expenses incident to a food-borne illness, when the Government investigation of a food-borne illness, or suspected food-borne illness, where the illness is caused by the Contractor.

4.4.5. Pest Control

The Government will be responsible for the application of pesticides, if such treatments are deemed necessary. The Contractor shall provide the necessary management and labor resources required to safeguard mess hall personnel, mess hall patrons, and mess hall property from contamination that might result from the application of pesticides in the mess halls.

If insecticide fogging is deemed necessary by the Government, the Contractor shall comply with all local guidance that pertains to any pre-fogging and post-fogging actions required in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC).

4.5. Consequences of Contractor's Failure to Perform Required Services

The Contractor shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or non-performed work. The Government reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

(a) Surveillance Methods: The Government may apply any surveillance method considered reliable to determine Contractor compliance. These include, but are not limited to, 100% inspection, random sampling, and planned sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions may be taken for all observed defects.

(b) Procedures: In case of unsatisfactory or non-performed work, the Government:

(1) May give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) May, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. Corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) Shall deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is

required to re-perform and satisfactorily completes the work. In addition, the government can assess liquidated damages as referenced above, in the amount of 20 percent of the value of all observed defects.

(4) May, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

(c) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(d) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.212-4, "(contract terms and conditions-commercial items)" of this contract and all other remedies for termination for cause as may be provided by law.

4.5.1. Estimating the Price of Non-Preformed or Unsatisfactory Work

Deductions may be taken for non-performed or unsatisfactory work. If the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimated methods may be used. Other estimating sources may be utilized to estimate the cost of non-performed work or the costs, which would be incurred in remedying unsatisfactory work. The Government may estimate the cost of using wage rates and fringe benefits included in the wage determinations or Collective Bargaining Agreement (CBA), which are included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the nonperformance or unsatisfactory performance, may also apply.

5. Marine Corps Food Information Management Information System (MCFMIS)

The Contractor shall provide sufficient personnel to support the Marine Corps Food Management Information Program. The Government will provide subsistence for authorized DOD members to subsist.

The Contractor shall manage and analyze all transactions on daily reports generated by MCFMIS, in the daily folders and is responsible for generating the Quarterly and Fiscal Subsistence Operational Analysis Report (SOAR). The SOAR report consists of all financial activities within the quarter, memorandum of meal authorized by man-days, monthly man-day fed report, cash collection receipt balance, computation of basic daily food allowance, financial statement report.
The Contractor shall complete filing of all transaction reports generated from MCFMIS and STORES web. The Contractor shall monitor all DLA Installation Support at Philadelphia price changes, and additional and subtractions of subsistence items to catalog, and inform the mess hall manager of all changes.

The Contractor shall serves as an assistant to the Mess Hall Manager. The work consists of a series of procedural and substantive steps which vary in nature and sequence. The contractor serves as central source of information concerning clerical functions assigned. Works includes the containing opportunity and development for independent thinking, without precedents or guides in the planning and development of procedures and work methods. The work required a good knowledge of the organization's program and operations as well as a thorough knowledge of regulations and directives governing the administrative phases of the function to which assigned.

The Contractor shall preform clerical and administrative work in support of the food service facilities daily operations. The Contractor shall prepare letters, reports, and other administrative documents for the Mess Hall manager's review, signature and forwarding to higher headquarters.

The Contractor shall manage all office files. The Contractor shall use all other programs within the database software or prescribed by the Government. The Contractor shall mange the production of all meals using menu-planning programs.

The Contractor is responsible for ordering all subsistence items for use in the food service facilities in accordance with the Marine Corps Base Hawaii Master Menu. The Contractor shall analyzes all inventory and usage data to properly order subsistence items within authorized quarterly budget, set by the Government.

The Contractor shall maintain accountably of all subsistence items by conducting a weekly inventory.

5.1. Food Service Storage and Warehouse
The Contractor shall provide sufficient personnel to support all area of Food Service Storage and Warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and required paperwork documentation.

The Contractor is responsible for ordering all items for use in the food service facilities.
Equipment and Property duties involve delivery, pickup, and issue of food service equipment, property, and supplies. The Contractor shall ensure applicable documentation and paperwork is correct and complete. Maintain property warehouse in accordance with standard supply procedures, maintain cleanliness of facility, and conduct monthly physical inventory of stock items.

Food Service Storage/Subsistence duties involve delivery, pickup, issue, inventory, and staging of individual subsistence items. Ensure accurate rotation of stock, accountability, sanitation, and applicable documentation are established and maintained.

The Contractor shall operate all light automotive vehicles 4-ton capacity. The Contractor shall preform all operator's maintenance, maintain cleanliness of vehicle, and adhere to all applicable Motor Transport regulations while performing functions. Such as maintaining an accurate Motor Transportation Operator (MTO) trip ticket, operator service record, and in case of accident; fill out and complete driver's accident reports. The Contractor shall meet appropriate vehicle licensing requirements in performance of duties.

5.1.1 Storage
Containers of food, (except pre-mixed beverage containers) shall not be stored on dunnage or shelves less than (6) inches above the deck or under exposed/ unprotected sewer or water lines (except for automatic fire sprinkler heads). Carbon dioxide containers shall be individually securely fasted during storage. Cleaning supplies, insecticides, and other like items shall not be kept in food preparation or food storage areas.

The Contractor shall issue, inventory, and maintain stock levels of required supplies in performance of this contract. The Government will provide a list of the required supplies that will be stocked (example: paper products, foil, plastics, trash bags, minor property, etc.) Upon request, the government will provide all required supplies in accordance with current orders and regulations.

5.1.2. Subsistence Handling
The Contractor shall receipt for all prime vendor delivered items and visually inspect 100% of items received for deterioration or damaged and physically check temperatures on all refrigerated and frozen foods for compliance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor will inform the Government when receiving personnel reject items that appear damage or not delivered at the proper temperature as specified in the TSFC. The Contractor shall use the First in first out (FIFO) method; this method is outlined in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall provide a daily inventory on all subsistence items in the food service facilities, while maintaining an issue control log book.

5.2. Cashier/Meal Verification Supervisor Services
The Contractor is responsible for collecting funds generated from the sale of meals in the food service facilities and relinquishing funds to the Government as prescribed herein. The Contractor shall provide sufficient cashiers and alternate for recording and accounting for customers entering each mess hall and plating food consumption. All cashiers and alternates shall be appointed in writing by the Contractor Project Manager along with a DD form 577 on file, and must be in possession of a valid Common Access card (CAC). When it is necessary to appoint a new

cashier, the COR/ACOR shall be notified in writing by the Contractor Project Manager no later than (3) days prior to the new appointment occurring. The Point of Sale (POS) is the primary method, while the Cash Meal Payment Sheet NAVMC Form 10298 will be used as the alternate. This are the only authorized methods to collect, identify, and account for customers who pay cash for their meals. The POS and Cash Meal Verification Record, are the only authorized methods for identifying and accounting for personnel authorized to subsist at government expense, and those personnel in a cross service or payroll deduction status.

There are a total of (5) Point of Sale systems, (3) are located at each serving line at Anderson Hall, (1) is located in the back office of Anderson Hall, Bldg. 1089, but can be moved to the serving line during known times of increased patrons, and (1) is located at the Flight-Line, bldg. 144. A minimum of (5) cashiers with a valid appointment letter and CAC will be available during all meal periods in order to log-on to the POS system and to perform services/functions associated with cash collection and accounting for personnel fed.
The Contractor is responsible for providing credit card machines, a minimum at one per each food service facility. These machines will need to be in compliance with MCBH rules and regulations.
The Contractor shall maintain a steady flow of patrons through the POS to correspond with all serving line flow rates. The Cash Collection agent will provide special instructions as different occasion are presented.
The Contractor shall ensure all checks received from customers for payment of meals (group/block signature only) shall be made out the "U.S. Treasury".

When Cash Meal Payment Sheet (NAVMAC Form 10298) is used, the contractor will ensure that the form is filled out correctly; making sure all information is recorded and entered in the correct block. The Contractor is responsible for accurate total number of personnel in the group plus applicable food cost/surcharge is shown in the signature column and the extended price is shown in the food cost column of the NAVMC Form 10298. For block signature, the person in charge of the group will make (1) line entry on the NAVMAC Form 10298 and cashier will ensure to attach supporting documentation/roster. The Contractor shall ensure the authorization, stating total number of person in group and length of time the group is authorized to purchase meals, is attached to both the original and retained copy (green) of the NAVMC Form 10298 at the Food Service Facilities.

The Contractor shall check/verify all customer authorization letters, CAC, or military Identification in the performance of collecting cash and accounting for meals provided to authorized customers.
The cashier will turn over all mess hall funds collected with the supporting cash meal payment sheets/supporting documentation to the designated/appointed Mess Hall Cash Collection Agent at least once each working day, or whenever the collections exceed the limit as determined by the installation commander, or prior to leaving the Food Service Facility. Cahier's monetary limits must be in writing and cannot exceed the limitation established by the Installation Commander. The monetary limits will be provided by the Government.

The Government will audit all Contractor meal counts a minimum of once each calendar month. The Government Quality Assurance Evaluators (QAE) will verify meal counts documented by the Contractor on the Cash Meal Payment sheets, Meal Verification Records, MCFMIS and the Contractors billing invoices to the Government.

6. Provide Meals in a Timely Fashion
The Contractor shall manage the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered. The expectation should be that a patron would willingly wait for an advertised cook-to-order product that delivers a quality outcome, but would not expect to wait for main-line menu options that are prepared in progressive environments designed for speed of service.

6.1. Food Preparation and Serving Requirements
The Contractor shall be responsible for providing sufficient personnel to prepare products, service, and support: Main line(s), Specialty line, Snack line, Flight line, and carry-out meals from the guidance of the Marine Corps Base Hawaii Master Menu. The Contractor shall provide sufficient personnel to support, prepare and serve meals in accordance with the Meal Requirements and Serving Hours provided in the PWS, with or without the assistance of Military Cooks.

Contract personnel shall obtain food from the Chief Cook/Store Room for each meal and accomplish all work as required by the Pro-Guide and Pre-Prep. All checkouts that require processing by the contractor will be issued from

the storeroom not more the (18) hours in advance of the required time for use. Excess items shall be returned to the storeroom after each meal. All Food preparation will be in accordance with MCO P10110.14M and MCO P10110.42B. Only the Mess Hall Manager is authorized to change the menu.

6.1.2. Serving Lines

The Contractor shall service, maintain, and clean the all serving lines, and the patron self-service areas. The Contractor is responsible for proving serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. The Contractor shall use separate utensils for each food item served. When not in use the utensils will be stored clean, dry, and protected from contamination.

The Contractor shall move full serving containers to serving lines and remove empty containers. The Contractor shall maintain proper temperatures on the serving lines per NAVMED P5010-1 Tri-Service Food Code (TSFC). Set up and closing of serving lines will be in accordance with Food Service Production Log, additional breakdown of serving lines will not occur earlier than (15) minutes after the end of the meal period. All food not discarded from hot serving lines shall be placed in hot boxes or designated areas. Cleaning of serving lines shall be completed within (60) minutes after the lines are broken down.

The Contractor shall relish serving lines as necessary to ensure availability of food items to patrons through the meal period. Food Items will not be poured or exchanged between containers on serving lines. Like food items will be replenished by exchanging filled for empty containers. The Contractor shall report any shortages of items on any serving line to the Government prior to depletion.

The Contractor will re-supply food in holding or storage areas such as hot or cold boxes so contractor personnel can replenish the serving lines. The Contractor is responsible for having replacement items readily available.

Cleanup of serving lines includes glass, Plexiglas guards and covers. The Contractor shall clean spills on the serving lines as they occur. The Contractor shall drain all water from hot serving lines and remove ice from cold serving line. Cleaning of the interior and exterior of serving lines shall be done after each meal. All rust and scales shall be removed daily.

6.1.3. Garnish

The Contractor shall prepare relish and garish items according to standard recipes. All serving lines will be properly garnished for all meal periods. The Contractor may provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.

The Contractor will cut, garnish and place pastries and desserts on the serving line(s). The Contractor shall replenish the pasty and dessert items as needed throughout the meal period(s).

6.1.4. Self Service

The Contractor shall service, maintain, and clean the patron self-service areas.

All spills, food debris, or liquids shall be cleaned up within (5) minutes of occurrence.
The Contractor shall clean toasters and microwaves after each meal by removing food particles, spots, fingerprints, smudges, grease, and other foreign matter. The toasters shall be cleaned inside and out after every meal.

6.1.5. Salad Bar Menu

The Contractor shall process fresh fruits and vegetables. Processing includes washing in potable water; sorting; culling and trimming of damaged inedible portions from fresh fruits and vegetables. Processed waste from each like item may be weighted by Government personnel. After weighting, contractor personnel shall discard all waste in accordance with disposal instructions. Fresh fruits and vegetables shall be prepared not more than (18) hours prior to use. Prepared vegetables shall be placed in storage containers, labeled, dated and refrigerated.

6.1.6. Fitness Menu
The Contractor shall provide a self-service as prescribed in the Fueled to Fight (F2F) program and Marine Corps Base Hawaii Master Menu. The fitness bar items may be integrated with salad bar items if sufficient space is not available to display the fitness bar items separately.

The Contractor shall provide the Fitness Menu at (1) Anderson Hall Bldg. 1089, and (2) Flight Line bldg. 144.

6.1.7. Beverage Service
The Contractor shall service beverages dispensers so that all required beverages will be available throughout scheduled serving hours. The Contractor shall monitor beverages and dispensing equipment during serving periods, and ensure beverage dispensers are operational before each meal period.

The Contractor shall service milk dispensers so that a choice of white and chocolate milk will be made available throughout scheduled serving hours. The Milk dispensing machine shall be maintained within a temperature in accordance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall trim milk-dispensing tubes 1/4-inch from the splash face of the handle to the tip with protective plastic film removed and at a 45-degree angle when the container is placed into use. Bulk milk dispensers shall be deforested and cleaned when frost accumulation id 3/8 inch or more.

The Contractor shall ensure atomic coffee dispensers are ready for patron service not than 15 minutes prior to meal periods. Dispensers will be replenished with coffee as required.

The Contractor shall clean all beverage dispensers inside and out to include the gaskets, seals, couplings, and other parts daily and/or per the manufactures' directions. The seals may require soaking.

6.1.7.1. Ice Distribution
The Contractor shall provide ice manually from the ice dispenser located elsewhere for patrons when ice-dispensing equipment is not operational on the serving lines.

The Contractor is required to clean preform maintain Maintenance and Clean Ice Dispensers per the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall remove all ice from the storage compartments and clean the interior of all ice making machines not less than weekly. Exterior surfaces of ice making machines shall be wiped clean to remove hand and fingerprints, dirt, dust, and water spots.

The Contractor shall thoroughly clean the exterior and drain trays of ice dispensers after each meal period. The interior and exterior of ice dispensers will be emptied and cleaned.

6.1.7.2. Condiments
The Contractor shall provide condiments for each meal in accordance with menu requirements listed in the Marine Corps Base Hawaii Master Menu. Sugar and sugar substitutes shall be available in individual packages or in pour-type dispensers.

Condiments containers must be cleaned after each meal, to include wiping down of the bottles and cleaning the bottle caps. The Contractor shall empty, wash, rinse, and dry all condiment containers every Friday. Containers shall remain empty to air dry and be refilled prior to Saturday morning Breakfast meal.

The Contractor shall ensure that salt, paper and sugar condiments and napkins are available to all customers without waiting. Exterior of salt, paper, sugar, and napkin dispenser shall be cleaned after each meal and refilled, or during the meal as required.

6.1.8. Pastry and Dessert Service
The Contractor shall prepare rolls, muffins, eclairs, pies, cakes, and other pastries including icing and frosting according to established recipes. The baked goods shall be freshly baked for each meal. The Contractor shall cut Pastries or desserts into portions (serving service) according to the production worksheet.

The Contractor shall garnish individual pastry and dessert with garnishes. The Contractor shall transport dessert and pasty items to serving lines or display cabinets and relish as required throughout the meal periods.
The Contractor shall place assorted bread, waffles and English muffins on serving lines as directed by the Marine Corps Base Hawaii Master Menu during all meal periods.

The Contractor will replenish all breads as necessary to ensure availability to patrons throughout the meal period. The Contractor will fill and relish Pastry, Dessert and Bread serving lines in compliance with the MCBH Master Menu.

6.1.9. Ice Cream Service
The Contractor shall have ice cream available throughout the serving period. The Contractor shall monitor ice cream and reach in freezers to ensure individual ice cream is available throughout the serving period.

When soft-serve ice cream is available; The Contractor shall set up and service all ice cream toppings to ensure these are available throughout the meal period.

The Contractor shall service all self-service ice cream bars.

The Contractor shall clean ice cream dispensers inside and out to include the gaskets, seals, coupling and other parts as necessary daily and/or per the manufacturer's directions. The seals may require soaking.

7. Provide Meals in a Clean and Pleasant Establishment
General cleaning shall not interfere nor disrupt normal patron service during scheduled meal periods.
The Contractor shall provide a clean table and chair during each scheduled meal-serving period to each patron without waiting. Patrons will perform self-bussing of tables; however; the Contractor will clean the tables, chairs, and partitions with a solution of hot, soapy water, and rinsed clean after each meal and as needed during the meal periods to ensure there is no visible dirt, dust, grease, food particles, or any foreign matter.

The Contractor shall provide a steady re-supply of dishes, utensils, condiments and supplies to all serving areas. Essential cleaning may be accomplished in dining areas while patrons are eating. The contractor shall cleanup those areas affect customer service to include appearance of the dining hall.

7.1. Material Handling
The Contractor shall assist the Government by complying with the base-recycling program. This may require segregating reusable/recyclable waste material by type. The government shall retain ownership of all reusable waste materials. Non-reusable waste materials (trash and garbage) will be removed from the facility by a government-approved method.

All refuse/trash and garbage accumulated during food preparation must be removed to a government-designated location after every meal and closing of the facility.

The Contractor shall not discard grease, oils, or fats used for cooking into dumpsters. The Contractor shall maintain these items in covered containers provided by the Government. The Contractor shall store grease containers in a designated area. Grease cans shall not be filled to more than (12) inches from the top.

The Contractor shall thoroughly clean garbage containers and covers with hot water and detergent daily. Technical guidance will be provided by the COR/ACOR.

The Contractor shall police the dumpster area including the grounds and access routes on a daily basis to maintain the area free of trash, littler, and debris.

The Government will be responsible for disposal.

7.2. Cleaning and Housekeeping

The Contractor shall comply with the standards outlined in NAVMED P-5010-1 Tri-Service Food Code (TSFC) for food preparation and storage areas, and all other operational areas. The Cleaning, housekeeping, and amenities plan shall be submitted in writing and must be approved by the Contracting Officer within 14 days before the contract start date.

The Contractors Cleaning, Housekeeping, and Amenities Plan shall address at a minimum for Before, During, and After meal periods for the following: equipment; floors; outside and adjacent areas, includes any area within approximately 50 feet of the food service facilities. Proper execution of this plan shall ensure mess halls and mess decks are maintained to support the patrons clean and pleasant dining experience.

The Contractor shall ensure that a pleasant environment is maintained and is consistent with that found in a first class dining establishment and is reflective of the units pride and Esprit-De-Corps.

Amenities may be considered holiday themes and decorations; menu boards or displays; tables signage; and/or branding concepts; all amenities provided shall be at the Contractors expense.

7.3. Exterior Cleaning

The Contractor shall sweep and clean in and around entrances, exists and sidewalks, after every meal, to maintain a neat and clean facility appearance at all times. Cleaning includes removing all paper, trash, and cigarette butts from the area. All entrances, exists, storm drains, and sidewalks leading to and from the food service facilities must be free of any foreign debris prior to and throughout each meal period. The Contractor shall empty, clean and reposition all cigarette ash receptacles (butt cans) as required.

The Contractor shall sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. The contractor shall hose down and scrub the pavement areas in front, alongside and in rear of the food service facilities once per day. The dumpster pad area and loading dock will be scrubbed with hot soapy water and rinsed with water once per day. The fly-fans will be dusted and cleaned at a minimum of once per week, to prevent buildout of dust and dirt. Loading dock shall not be used to store garbage, refuse, empty jars, cans or equipment.

The Contractor shall clean all windows and screens so that they are free of dirt, water spots, steaks, smudges, and foreign matter at least once a week. This shall include the louvers and screens in the food service preparations areas. Windows and screen shall be cleaned inside and out to include frames. The Government shall provide a ladder to accomplish this work. This work shall require the contractor to go above 10ft off the ground.

The Contractor shall remove, clean and return all garbage and trashcans from area in the food service facilities during the day's operation, to prevent accumulation of empty boxes, cans, trash, or garbage within the Mess Hall.

Additional maintenance, weather, traffic or other conditions may demand addition cleaning or maintenance by the Contractor to keep grounds clean or provide safe access to the facilities.

7.3.1. Exterior Ground Maintenance

The Contractor shall create a pleasant outdoor environment for the all Anderson Hall and the Flight Line Facility. The Contractor is responsible for the care, landscaping and grounds surrounding the food service facilities within (20) feet. The Contractor shall provide sufficient tools, and personnel in order to preform: planting flowers, mowing, pulling weeds, trimming shrubs//bushes, organizing exterior equipment, cleaning drains, and maintaining the outside of the food service facilities in a good state of police. The Contractor shall keep all ground mowed to no more than (3) inches tall. The Contractor shall water any additional plants as required. The Contractor shall rake, mulch, and prune the grounds as needed.

The Contractor shall clean the exterior of the building, monthly or as required due to weather, or debris. The Government will provide a pressure washer to help accomplish this work.

The Contractor is responsible for the cleaning and maintenance of picnic tables, and butt cans.

The government shall be responsible for replacement of picnic tables, and butt cans.

7.4. Interior Cleaning

The Contractor shall spot clean all walls, baseboards, windows, window ledges, doors, and door frames to remove all finger prints, smudges, stains, spills, splashes, and prevent accumulation of dust and dirt, at a minimum of once a week. Mold and mildew shall not be permitted to accumulate on any type surface in high moisture areas.

The Contractor shall dust trophies, sport memorabilia, and display cases weekly. Glass panes, inside and out, shall be cleaned daily to remove hand and fingerprints, smudges, dust and dirt.

The Contractor shall polish all metal surfaces that require polishing on a weekly basis to maintain a clean and bright state. A properly polished surface is free of streaks, tarnishes and polish residue and presents a uniformly bright appearance.

The Contractor shall clean and sanitize all restroom and locker rooms for the food service facilities. Restrooms and locker rooms shall be kept clean and policed of all debris after each meal period. The Contractor shall keep all paper towels, toilet paper, and hand soap dispensers supplied at all times. All dispensers shall be wiped clean when refiled. Spot-check restrooms during meal times to ensure tidiness and supplies are stocked. De-scale toilets and urinals once per week. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces.

7.4.1. Floor Cleaning

The Contractor shall preform spot cleaning during the meal periods. Spot clean floors to remove food spills and debris.

The Contractor shall clean floors so that no visible dirt or dust remains on floors, floor mat or runners, in corners, behind doors, or under furniture and equipment. So not place chairs on tables at any time except when floor waxing is required. Cleaning shall be done in such a manner that no excessive dust is raised. When cleaning floors with a wet solutions a safety "wet Sign" will be placed in all visible areas during cleaning and until floors are completely dry. The Government will provide "Wet Signs"

The Contractor shall remove all "scuff marks". Floors shall be cleaned in sections and at no time shall excessive amounts of water be used or allowed to accumulate during the cleaning process.

No wax is to be applied to ceramic tile, quarry tile, or concreate terrazzo floors. The Contractor shall buff or spray all dining area floors daily to maintain a high gloss finish. The Contractor shall follow the manufacturer’s instructions when apply wax. The Contractor shall preform floor waxing at least once a month, after normal operating hours. Generally, waxing is performed from 1900 hours until completion.

The Contractor shall remove all dirt and deposits of old wax using wax stripper. A stripping operation shall be considered completed when all traces of old wax have been removed. The floor is then cleaned, re-waxed and re-buffet. Floor stripping is required when wax build up causes floor discoloration, or any inconsistences to the surface of the floor due to old wax. Floor stripping will be performed upon request by the COR/ACOR within (72) hours notification. Floor stripping will be reimbursed utilizing the "additional services" form.

The Contractor shall clean the throats and covers of all floor drains and ensure that all drains remain unclogged at all times. Drain openings shall be covered with drain covers. Drain covers and drains shall be cleaned daily to remove dirt, scum, slime, mop strings, residue and other foreign matter after each meal period.

7.4.2. Dishwashing Service

The Contractor shall provide a minimum of (3) personnel per scullery for proper dishwashing operations during and after each meal periods. The Contractor shall clean interior and exterior surfaces of dishware dispensers, try racks and carts at the end of each meal period. The requirement includes carts used to transport dirty dishes to dishwashing areas. The Contractor shall sort all dishware and utensils according to size and shape prior to racking.

Separate racks shall be used for articles of different types, e.g., cups, plates, bowls, and glasses. The Contractor shall return all dishes and dinnerware to their respective storage areas after each meal. Clean dishware, trays and flatware shall be free of all visible signs of food, food residue, grease, soap film or other foreign matter.

The Contractor shall immediately notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained. In the event of a mechanical failure during the meal service, the Contractor shall notify the COR/ACOR and Mess Hall Manger who will determine how feeding requirements will be met for the remainder of the meal period. The Contractor may perform dish washing by hand. When the dishwashers are inoperable, the Contractor may use Government furnished plastic ware, paper plates, cups as a laborsaving means and to meet sanitary requirements until automatic dishwashing equipment can be restored. In the event that adequate amounts of potable hot water cannot be obtained or a mechanical shut down occurs preventing automatic dishwashing procedures, the Contractor shall perform manual dishwashing following procedures in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall scrape and pre-flush dishware, cookware, and utensils before placing in dishwashing machines. At no time shall any patron be required to remove trash or scrape garbage or trash from their tray, dishware, or utensils.

In the event that adequate and suitable amounts of hot water cannot be obtained to accomplish automatic or manual cleaning, the Contractor shall immerse for a minimum of (1) minute in a chlorine solutions all trays, dishes, glasses, flatware and utensils which have been washed and rinsed free of detergent as specified in the current edition of the NAVMED P5010-1 Tri-Service Food Code (TSFC). The solution shall be provided by the Government and prepared by the Contractor.

Upon advance notification or due to a sudden increase in patrons, the Contractor shall use both dishwashing areas. Such examples of this would be during special meals where numbers are expected to exceed 2,000 in a single meal period or when it is deemed necessary to increase the return flow of dishware to the patron service.

7.4.3. Pot/Pan Washing

The Contractor shall drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals after each meal and prior to closing for the day. Dishwashing machines shall have sustains, spray arms, trays, and other removable parts removed, cleaned, and air-dried. The removable parts and the interior surfaces shall be free of grease, smudges, food particles and other foreign matter. Exterior surfaces shall be wiped clean after each meal. Lime and scale deposits shall be removed weekly. The Contractor shall clean all types of utensils after each meal if Manual Pot Washing has to be used, due to power/hot water outage.

The Contractor shall complete the entire dishwashing operations no later than (90) minutes after the conclusion of each scheduled meal period and prior to closing the mess hall for the day's operation. All dishwashing machines will be assembled and capable of immediate operation regardless of the number of meals fed or projected headcount. The Contractor personnel loading dirty items in the dishwashing machine shall not be the same person unloading clean items from the machine.

The Contractor shall clean and sanitize cooking and serving equipment, pot, pans, and equipment used to transport food to other feeding locations after each use, this includes items generated by the Night Cooks (if used). The Contractor is responsible for cleaning oven and conveyor toasters racks twice per week, when the patron flow is lowest. Pots, pans, and utensils shall be transported to designated storage areas upon cleaning. Items shall not accumulate throughout meal preparation or serving periods.

The Contractor shall clean the pan washing room or area, to include racks and shelving, after each meal, and prior to the next scheduled meal prior to closing the mess hall for the day. Cleaning of pots, pans, etc. shall be accomplished as specified in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

7.4.4. Equipment Cleaning

Properly cleaned equipment shall be free of all food spills, dirt, mildew, rust, grease, and other foreign matter. The Contractor shall thoroughly clean food serving equipment, tables, and work area immediately after use.

The Contractor shall clean all beverage and food dispensing equipment including but not limited to; shelves and stands, dish dispensers, flatware dispensers, dish racks, ice dispensers, milk machines, coffee machines, ice cream machines, soda machines, pastry display cases, and water fountains after each meal. Nozzles and other removable parts and drains shall be disassembled, cleaned, and replaced. Contractor shall ensure that all gaskets on, but not limited to, ice making machines, refrigerators, freezers, ice cream cabinets and pass through boxes, are cleaned using a bleach solution to remove and retard growth and accumulation of mold and mildew.

The Contractor shall clean the interior of ventilating hoods, located over the grills on serving lines, after each use. A properly cleaned hood shall be free of grease, dirt, dust, foreign matter, streaks, and finger prints. The Contractor shall remove and thoroughly clean all removable grease filters weekly. After washing the filters shall be dried and replaced.

The Contractor shall clean "pass through" and other types of food holding spaces (hot and cold boxes), inside and outside after each meal. This requirement includes the racks and shelving used for food storage in the box or space. The Contractor shall thoroughly clean all "walk-in" refrigerators, and freezers, interiors and exteriors daily, with spot cleaning required as necessary. Cleaning includes scrubbing of walls, floors, shelves, and storage racks. The Contractor shall be responsible for removing then returning the food items to their original position after cleaning. The Contractor shall operate and clean the vegetable peeling machines.

7.4.5. Furniture

The Contractor shall physically move dining room furniture for meetings groups, and regularly scheduled cleaning. After event the Contractor shall return furniture to its original location or as requested by the COR/ACOR. The frequencies of these functions vary each month. The Contractor will be notified by the COR/ACOR (24) hours prior to the contractor being required to rearrange the furniture.

8. Food Preparation and Serving Equipment (FPSE)

The Government will provide limited workshop spaces for the FPSE services under this contract. Additionally, once approved by the COR/ACOR, the Government will absorb the cost of repairs and services provided by a third party due to the Contractor not possessing the resident technical expertise to repair and maintain FPSE.

8.1 Sustainment of Government Furnished Property

The government will provide without cost to the Contractor, the facilities, fixtures, equipment, supplies, and services as specified in the contract. Government property described in this section shall be used only in the performance of this contract. The Government will furnish the facilities and equipment for use by the Contractor in performing the requirements of this contract.

8.1.2. Government Furnished Property

Prior to contract start date, the contractor and the COR shall conduct a joint inventory of mess halls facilities to be used by the contractor to determine facility condition and note any discrepancies. The Government will make available the facilities. No alterations to the facilities shall be made without specific written permission from the Contracting Officer. The Contractor shall return the facilities to the Government in the same condition as received. Fair wear and tear and approved modifications accepted. Any damages after the contract start-up date that are not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor. Upon contract completion, extension, or termination, a joint inventory shall again be conducted by the Contractor and the COR. Any losses/damages identified by this inventory, determined to be beyond normal wear and tear, shall be reimbursed to the Government by the Contractor.

8.1.3. Government Furnished Equipment

The Government will furnish the equipment listed as Government Furnished Property, in an “as is” condition. The Government may replace equipment when it is no longer useable for its intended purpose. The Food Service Officer will provide disposition instructions for items beyond repair. The Government may install new equipment at any time during the period of the contract.

The Contractor and a Government Representative shall conduct a joint inventory for all Government furnished equipment at the start of the contract. The Contractor shall provide a receipt to the Government for all such

equipment. If the Contractor does not participate in the inventory, the Contractor must accept the stated condition of equipment provided by the Government. The Contractor and the Government Representative shall jointly determine the quantities and condition codes of all items and equipment. Upon completion of the initial inventory, the Contractor shall receipt for the quantities verified on the inventory listings. Any losses/damage after contract the start-up date, not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor.

8.1.4. Government Furnished Supplies

The Government will provide all materials and supplies. At the end of the contract period or extension of the contract, the Contractor and a Government Representative will conduct a joint inventory within 48 hours of contract expiration/termination. The Contractor shall reimburse the Government for any losses for unserviceable expendable equipment and supplies below 100 percent with an established allowance of 10%. The current replacement value of these items shall be determined by the COR.

The Contractor shall maintain adequate Government Furnished Supplies on hand in the mess hall at all times. Supplies are adequate when they are available in the mess hall in sufficient quantity to perform work requirements. The project manager shall notify the COR when adequate Government Furnished Supplies are not available in the mess hall to complete satisfactory services.

Tablecloths. The Government may furnish tablecloths daily and for special occasions. Tablecloths shall be placed on the tables and removed by Contractor personnel as designated by the COR or Mess Manager. The Contractor will provide all laundering service for tablecloths.

8.2. Additional or Replacement Equipment

The Contractor shall submit requests for additional or replacement equipment/supplies to the COR. Only equipment determined by the COR to be necessary in the performance of the contract shall be provided by the Government. The Contractor may use other equipment at the Contractor's own expense.

The Contractor shall be responsible for maintaining property records IAW the Government Property Clause of this Contract.

The Contractor may, with written permission of the COR, install equipment, time clocks, fixtures, and furnishings in Government facilities. These items shall be marked to identify Contractor ownership, be readily removable, and the installation, maintenance, and removal costs, to include the cost to return the facility to its original condition, shall be borne by the Contractor.

The Contractor shall establish and maintain a system in accordance with the Government-Furnished Property clauses in the contract, to control, protect, preserve, and maintain all GFP in mess halls. The property control system shall be submitted in writing and must be approved by the Contracting Officer within 14 days after the contract start date.

The Contractor shall prepare and submit to the COR requests to adjust equipment records when changes to Government equipment occur, such as losses or replacement. The Contractor shall report the loss, damage or destruction of Government property verbally to the COR upon occurrence and follow-up notification in writing within 5 days. Loss, damage and destruction of Government property or equipment due to negligence of contractor employees shall be reimbursed to the Government from the Contractor.

Monthly Minor Property Inventory. Not later than five (5) days before the end of each month, the Contractor shall receive a Monthly Minor Property Inventory form from the local Food Service Officer. Contractors shall set-up and display all minor property items in a central location to permit a joint inventory with government personnel. Time and location is to be coordinated with COR/ACOR.

The Government and Contractor shall conduct a joint minor property inventory on the last day of each calendar month using the Minor Property Inventory. The Contractor shall submit the original copy to the local Food Service Officer within five (5) working days following the last day of each calendar month.

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

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

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

8.3. Warranted Items

Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Contracting Officer and/or Base Food Service Officer. All defects in marginal workmanship, defective parts, or improper installations and adjustments found by the Contractor shall be reported to the Contracting Officer and/or Installation Food Service Officer so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties.

8.4. Shut Downs and Service Calls

Prior approval shall be obtained from the COR/ACOR, except in emergencies, for work requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment. All such requests must be submitted at least 72 hours in advance. In cases where shutdown is necessary, the Contractor shall coordinate the shutdown with the COR/ACOR or other designated representative in the Food Service Facilities.

In the unusual event that service calls are required after normal working hours, labor hours will be billed via the "Request/Confirmation of Additional Services" form and forwarded to the COR/ACOR for approval. The limitations of this paragraph do not apply to repairs required to correct damage caused by the Contractor.

The Contractor shall perform service call work as necessary to determine the cause of system and equipment malfunctions, eliminate the cause (s), and restore the system or equipment to satisfactory working condition.

Service Call Response Times. The government or alternate representative will determine the classification and response time required for service call repairs.

If the Contractor and the Government points of contact determine that the equipment is beyond economic repair, the Government will enact a replacement plan.

8.5. Maintenance and Repair

The Contractor shall perform required (minor and major) maintenance in accordance with manufacturers operating and instruction manuals instructions listed on all equipment under this contract as further described below. The contractor shall schedule and perform required equipment maintenance between meal periods to minimize customer impact. The contractor shall provide all materials and supplies necessary to perform required maintenance.

Minor maintenance includes cleaning, adjusting, and lubricating equipment as well as, tightening nuts, bolts, and screws and other operator maintenance generally recommended by equipment manufacturers. This also includes calibration of scales, ovens, grills, and deep fat fryers.

Provide major maintenance on food service and preparation equipment of all Government-furnished equipment listed on the current Sterilized Government Furnished report and replacement of component parts.

The Contractor shall maintain and repair all walk-in and reach-in type refrigerator units in all mess hall as outlined below: Interior walk-in (built in) refrigeration units are considered Class 2 property by the Government and are considered part of the facility. Therefore, the Contractor shall only maintain and repair walk-in unit handles, door closures (hydraulic or otherwise), hasps, and hinges. The remaining portion of these units will be maintained by the Government.

The Contractor shall maintain and repair the entire box to include compressors. The Contractor shall abide by EPA Ozone Depleting Substance (ODS) regulations when servicing these units.

The Contractor shall maintain and repair all reach-in type refrigeration units in the mess hall(s). These units could include salad room and galley reach-ins, fast food/carry-out reach-ins, chest-type ice cream cabinets, etc. This repair may require servicing of compressors and other components containing Ozone Depleting Substance (ODS). The Contractor shall abide by EPA regulations when servicing these units.

Connect and disconnect all utility lines to the FPSE equipment at the source point when required and shall provide maintenance for the utility line connection, when applicable. The contractor shall not perform maintenance on the facility itself but refer any problems to the COR/ACOR. The Contractor shall identify all food preparation and serving equipment replacement parts, to be ordered by the government.

During the term of the contract, the Government may replace, renovate, or improve equipment, systems, and components at the government's expense and by means not associated with this contract. All replaced, improved, updated, modernized or renovated equipment, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. This excludes equipment that is added into the contract in accordance with new equipment line items. In these line items, a list of new equipment that requires service will be provided to the Contractor 90 days in advance and a price for the adding of this equipment will be negotiated by the Government and the Contractor.

The Contractor may, with written permission of Base Facilities install Contractor equipment, fixtures and furnishings in Government facilities. These items shall be marked to identify Contractor ownership. These items shall be readily removable if necessary. The installation, maintenance and removal costs, to include the cost to return the facility to its original condition, if necessary, shall be borne solely by the Contractor. The Government reserves the right to review drawings, plans, installations and/or modifications.

The Government will request input from the Contractor and/or contract Mess Managers relative to food serving and preparation equipment for budgeting purposes. This is primarily an administrative function necessary to ensure that all food service facilities have the proper amount and type of equipment on-hand to conduct efficient food service operations. The input requested by the Government may require verbal or hand written lists and input. Generally, the minimum is once per calendar year and a maximum of four (4) times per year.

8.5.1. Maintenance and Repair Contractor Responsibilities

The Contractor shall manage the total work effort associated with the maintenance, repair and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work be in accordance with sound and efficient management practices to provide maintenance, repair, and services for FPSE located at the Food Service Facilities.

The Contractor shall perform Preventive Maintenance Inspections and Services (PMIS) under this contract on the equipment and in accordance with the procedures specified herein. Work shall consist primarily of inspection, cleaning, lubrication, adjustment, testing, calibration, and minor/major part and component replacement as required to minimize malfunction, breakdown and deterioration of equipment; and the identification and performance of any repair required to bring the equipment up to the manufacturers operating standards. PMIS for FPSE located for the Food Service Facilities shall be performed, and documented no less than one time monthly.

If equipment fails at anytime, the contractor is required to perform emergency maintenance and repair on the equipment to restore it to operating condition.

The Contractor shall provide all necessary services, parts and materials, and complete all repair requirements identified during the performance of a PMIS or when equipment fails.

If the cost of repair parts for a single repair exceeds $500, the Government will procure the repair part(s) and provide it to the contractor to complete the repair. This limit applies to each PMIS for each equipment system.

Excessive or repeated system breakdowns or deficiencies may be considered by the Government as an indication of unsatisfactory performance of PMIS by the Contractor. PMIS shall be performed monthly and shall, at a minimum, include all of the check points and services a specified by the manufacturer handbooks that will be located in the mess hall and maintained by Base Food Service.

The Contractor may, at its option and at no additional cost to the Government, increase the level and/or frequency of PMIS in an effort to minimize repair requirements. The Government shall provide the Contractor access to FPSE manufacturer's manuals and pamphlets.

8.5.2. Office Equipment

The Contractor shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. Computers are required, at a minimum, for the Project Manager, Production Chief, Maintenance and Repair, MCFMIS Operator, MCFMIS Clerk/Storeroom, and secretary. The computer will need to be able to meet current C-4 requirements with the capability of being added to MCEITS network.

The Contractor shall provide all necessary office and administrative supplies, such as pens, pencils, staplers, computer/printer paper, print cartridges, etc. for all contract food service facilities with the exception of Government forms.

The Contractor is responsible for all reproduction requirements necessary for the performance of this contract. The Contractor shall furnish all hand tools (e.g. hammers, pliers, wrenches, screw drivers and plumber's helpers) required for performance of self-help and Food Preparations and Serving Equipment maintenance and repair. This also includes grease and oil required for equipment preventive maintenance.

The Contractor shall perform minor repair of furniture items (tables, chairs, and partitions) including tightening of nuts, bolts, arms, and leveling labels and chairs. Furniture items requiring replacement shall be coordinated with the COR/ACOR as with Food Preparations and Service Equipment replacement.

The Contractor shall maintain stock levels of specific supplies required in performance of this contract. The Government will provide a list of required supplies that will be stocked. (For example, paper products, foil, plastics, trash bags, plastic-eating utensils, paper plates, paper cups etc.) Upon request, the government will provide all required supplies in accordance with the list of government furnished supplies.

The Contractor is totally responsible for proper security of Contractor supplies and belongings. The Government will not be responsible in any way for the Contractor's supplies, materials, personal equipment or belongings brought into Government buildings or on Government installation to perform repairs or services. This includes, but is not limited to loss and damages by fire, theft, hurricane, accident or other disaster.

The Contractor may with written permission of the COR/ACOR, install equipment, fixtures, and office furnishings providing these terms are marked to identify Contractor ownership and are readily removable. The installation, maintenance and removal costs are the sole responsibility of the Contractor. Upon removal of Contractor owned equipment, the Contractor must restore the affected portion(s) of the facility to its original condition. All cost for restoration will be expenses chargeable to the Contractor.

8.5.3. Maintenance and Repair Government Responsibilities

The Government will furnish required maintenance and repairs to all mess hall structures on Marine Corps Base Hawaii. When repairs or maintenance is needed for safe and efficient use of the mess hall, the contractor shall notify the Installation Food Service Officer or other command representatives.

Government Responsibilities under Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R). The Government will be responsible for the following work related to Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R):

(1) Removing any equipment from the mess hall loading dock condemned or replaced by the Contractor.
(2) Electrical power into the mess hall to include panel board, circuit breakers or magnetic contacts.
(3) Sewer lines from floor and wall drains of the mess hall.
(4) All gas, water and steam lines up to the source point for each piece of equipment. (Note: Source points are typically located at the walls, floors, or ceilings except for LP gas. The source point for LP gas is the outlet side of the tank regulator valve.)
(5) Repair of interior walk-in refrigerators and freezers, interior and exterior box walls, walk-in ceilings and floors.
(6) Cleaning, maintenance and repair of exhaust duct systems through the exterior outlet and exhaust fan mechanisms. The Contractor shall assist the Government by making the mess hall available to the duct cleaning contractor routinely as scheduled by the COR/ACOR which is normally once per quarter.
(7) Alterations, repairs, and maintenance to the mess hall physical plant.

The Government will furnish the contractor, upon the start of performance, with equipment manufacturers operating manuals for equipment on-hand in each mess hall. If equipment manuals are not available, the Contractor may request literature from the Base Food Service Office.

8.5.4. Government Services
The Government shall perform maintenance and repair of the items listed above in paragraph 8.5.3.

When contractor personnel realize a repair to the Mess Hall is required, the COR/ACOR shall be notified.

Police and Fire Protection. The following emergency numbers shall be available for the Contractor use while performing work under this contract. Military Police: 808-257-2123 Fire Dept: 808-257-7110
The Government will provide fire prevention lectures and security briefings for contractor personnel as required. A security briefing of all off limit areas on base will be provided at contract start date and as required (approximately 1 hour per year/employee).

Medical Emergency. The Government will provide emergency medical care only and the following numbers are available for Contractor use: Branch Clinic: 808-257-3133 Ambulance Dispatch: 808-257-7116

Office Space. Office space and furniture to assist the Contractor administratively will be provided within the Mess Hall.

Change Lockers and Dressing Space. Dressing space with lockers will be provided by the Government at no cost to the Contractor, within the Mess Hall for storage of clothing and personal items. The Government will not provide locks or keys for lockers.

8.6. Other Supplies and Services
The Contractor will provide all laundering service for tablecloths, pot holders, napkins, and Food Service Uniforms upon termination, or job relocation of employees.

The Contractor shall instruct employees in energy conservation and ensure procedures implemented are practiced.

The Contractor shall use procedures that will reduce or eliminate food waste in accordance with MCO P10110.14M, MCO P1O110.34B, and the NAVMED P5010-1 Tri-Service Food Code TSFC.

8.6.1. Commercial Telephone Service
The Contractor may request off-base commercial telephone service by contacting the Base Telephone Officer. Off-base commercial service will be installed and maintained at the Contractor's expense. Class "C" (on-base use only) telephone lines will be provided by the Government. The Contractor may obtain at their expense, Class A commercial telephone service or any additional telephone service(s) required in the performance of this contract. The Contractor shall contact the Communication-Electronics Office, Building 505, Telephone Service Request Branch, 808-257-1492 to coordinate installation by a commercial company.

8.6.2. Personnel Protective Equipment
Contractor shall furnish all safety, and hearing protection for all hazardous areas (e.g., scullery, pot shack, and warehouse)

8.6.3. Uniforms
Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor’s name.

The Contractor shall provide employee uniforms, name tags, and special-type clothing as described herein. Contractor personnel shall wear contractor-furnished uniforms during the performance of their duties. The Contractor shall provide uniforms and other special clothing necessary for employees. The type and color of uniforms for contractor personnel shall be approved by the COR/ACOR prior to the contract start date. Uniforms shall be clean, unstained, well fitting, laundered and of good repair. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor's name. Undergarments shall not be visible through the uniform.

Shoes shall be constructed so the cover the entire foot to meet safety requirements. Shoes shall be made of black leather with non-skid soles and constructed so they cover the entire foot to meet sanitation and safety requirements. Open-Toed shoes, sandals, heels higher than 2 inches, and sneakers or leather-type gym shoes shall not be worn. The Contractor shall furnish bimetallic thermometers for appropriate contractor employees (as defined by the Contractor) while performing services under this contract. Thermometers shall be accurate within +/- (3) degrees Fahrenheit. The Contractor is responsible for training employees in the proper use and calibration of the thermometers. The Contractor will use this thermometer at minimum.

All Contractor personnel shall wear nametags with the job tile and employee's last name. Identification on the tag shall be readily discernible from a distance of five feet.

Contractor personnel shall not wear jewelry to include earrings, visible body rings, bracelets, and chains. Exceptions will be a plan wedding band, and medical alert bracelets/necklaces.

8.6.3.1. Uniform Allowance
The Contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost to the employee; provided, however, that the contractor may require or permit employees to launder and maintain uniforms furnished by the contractor. If the uniforms furnished are made of wash and wear material, and may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing or commercial laundering in order to meet cleanliness or appearance standards, there is no requirement that employees be reimbursed for uniform maintenance costs.

9. Security
The Contractor shall comply with all current Marine Corps Base Hawaii security requirements.

Only citizens of the United States and Permanent Resident Aliens of the United States with a verified United States Permanent Resident Card (USCIS Form I-551) are eligible to perform work on this contract. All other Foreirn Nationals are not eligible to perform work on this contract.

Prior to employment, the Contractor must send proof of eligibility from E-Verify and a copy of Form I-551 to the Government COR for all Permanent Resident Aliens employed by Prime or Sub-Contractors.
A presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule required federal contractors to use E-Verify to electronically verify the employment eligibility of employees working under covered federal contracts. The order and the rule reinforce Federal government policy that the Federal government does business only with organizations that have a legal workforce.
The Contractor must provide an updated E-Verify report for all employees and the additional Form I-551 for all Permanent Resident Aliens of the United States with a verified United States Permanent Resident Card prior to any employee gaining access and beginning employment on MCBH. This is an annual requirement that shall be re-submitted to the COR 90 days prior to the end of each Period of Performance beginning December 1, 2018. Failure to meet this requirement that shows compliance of all employees being eligible for employment may impact the exercising of any subsequent option years. The prime contractor and any sub-contractors shall follow the instructions in the E-Verify Supplemental Guide for Federal Contractors.
Foreign Nationals from the following countries; Iran, Iraq, Syria, Sudan, Somalia, Libya and Yemen are automatically not permitted to be employed under this contract.

Once approved, Contractor's employees will be provided a base credential that will allow them unescorted access from the main gate of Marine Corps Base Hawaii to place of employment. If contractor's employees are found at any other location other than their place of employment, they will be prohibited from working aboard the installation. Contractor is responsible to notify their employees that they shall go directly from the main gate to their respective duty station, and that they are not permitted on MCBH installation outside of their respective working hours.
At any time, to include heightened Force Protection Conditions, natural or manmade disasters, and/or any other security concern: the Commanding Officer of Marine Corps Base Hawaii has the sole authority to change MCBH's current security requirements. These changes could impact the original PWS, and the contractor's immediate compliance will be required at no additional cost to the government.

Only U.S. Citizens are allowed access to government owned and operated computer systems and information and must go through additional background checks to receive a CAC card as described below.

At no time, are foreign nationals without green card status, allowed to work on this contract.

In all cases, each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54, Employment Eligibility Verification.

In all cases, each contractor employee shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

CAC Card Requirements

Work under this contract requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) which is obtained through MCB Hawaii's Trusted Agent Sponsorship System (TASS) upon completion of HSPD-12 credentialing.
Personnel Requiring a CAC Card:

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator
TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cashier(s)

TBD at time of award of contract	Maintenance Technician
TBD at time of award of contract	Administrative Clerk(s)

Prior to the commencement of work, the employee will complete required credentialing for CAC eligibility (two options):

1. Option One - Interim Credentialing Standard. To receive a CAC under this standard, the employee must have completed an FBI Fingerprint Check that returned favorable results, and have submitted a National Agency Check with Inquiries (NACI) to the Office of Personnel Management. This standard's process is facilitated by:

a. the MCB Hawaii Command Security Manager's Office, which will provide fingerprinting and NACI submission, and interim credentialing approval.

b. the MCB Hawaii-assigned agent in the Trusted Agent Sponsorship System (TASS) who will submit the appropriate application for a CAC in TASS;

c. the MCB Hawaii DEERS ID Center, who will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

An "UNFAVORABLE" adjudication of the contract employee's investigation will result in immediate termination.

2. Option Two - Single and Final Credentialing Standard. To receive a CAC under this standard, the MCB Hawaii Command Security Manager will review JPAS for appropriate, previously completed and favorably adjudicated investigation, and continuity in federal service. If the HSPD-12 standards are met, a CAC will be authorized by the assigned MCB Hawaii Trusted Agent, and issued through the MCB Hawaii DEERS ID Center who , in turn, will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

Personnel cannot be properly processed and provided system access on their reporting date without sufficient prior coordination between Contractor and the COR to insure credentialing standards are achieved.

Upon favorable determination of credentialing, and contingent upon successful completion of all DOD, DON, and MCBH-required briefs, IT Level III Access will be granted.

All contract personnel requiring a CAC card will in-process with the MCB Hawaii COR, Trusted Agent, and Information Assurance Manager upon arrival to the command and will out-process with the Trusted Agent prior to their departure.

All contract personnel authorized use-of the MCEN shall receive initial Information Assurance (IA) orientation as a condition of access, and thereafter must complete annual IA Awareness refresher training to maintain an active user account.

The Department of the Defense Central Adjudication Facility will provide notification of the completed investigation to the MCB Hawaii Command Security Manager for determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas and/or be provided access to Controlled Unclassified Information. Determinations are the sole prerogative of the MCB Hawaii Commanding Officer. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor shall within 10 days prior to start of the contract, submit to the COR/ACOR a list of employees by name who will be performing work on this contract. Employees hired after contract start date shall be reported immediately.

On the first working day of each month the Contractor shall submit to the COR/ACOR an updated and current roster of all Contractor personnel who perform work under this contract. The Contractor shall report immediately in writing any termination and cause for termination of an employee.

9.1 Accessing the Base

All Contractor personnel performing work under this contract who require access to Marine Corps Base (MCB) Hawaii, shall obtain personal entry and vehicle passes from the Provost Marshal Office (PMO), MCB Hawaii.

The Commanding Officer, MCB Hawaii, has broad authority to remove or exclude any person from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding Officer may refuse to grant personal entry passes or may bar Contractor employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass or barment of an employee does not relieve the Contractor of the responsibility to continue performance under this contract.

The Contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this contract.

Contractor personnel performing work under this contract shall be readily identifiable as an employee of the contractor through the use of uniforms with nametags. The Contracting Officer may approve alternate methods of ensuring contractor personnel are readily identifiable.

Contractor personnel and equipment entering a military installation are subject to security checks. Contractor personnel shall follow any direction given by Military Police or other security or safety personnel.

The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. By signing this proposal/contract or by beginning work under this contract, the Offeror/Contractor certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the offeror and works under this contract.

Application for Vendor/Contractor Passes: The procedures below are the requirements for MCB Hawaii.

1. Contractors will follow the below procedures to obtain a Vendor/Contractor Passes from PMO:

a. The Contractor will submit a roster of employees that their contract ultimately supports to the sponsoring activity's Contracting Officer's Representative (COR). The roster will identify the company name, contract number, period of performance of the contract, location of performance, the full name, date of birth, social security number, address, driver's license number and expiration date for each of the Contractor's and subcontractor's employees, and the point of contact information for the Contractor.

b. The MCB Hawaii sponsoring activity's Contracting Officer's Representative (COR) will forward the roster to PMO where criminal history background checks will be completed.

c. Upon receipt of favorable background checks, the MCB Hawaii sponsoring activity will notify the Contractor that employees may proceed to Pass and Registration, building 1637, MCB Hawaii, for their Vendor/Contractor Passes.

d. Contract and subcontract employees arrive at Pass and Registration building 1637, MCB Hawaii, for the Vendor/Contractor Pass and must show two forms of identification listed in enclosure (1). Contractor and subcontract personnel operating company or privately owned vehicles will obtain a vehicle access pass and will provide valid driver's license, current vehicle registration, safety inspection, and proof of insurance.

2. Non-CAC Contractor employees will be provided a base credential that will allow them unescorted access from the main gate of Marine Corps Base Hawaii to place of employment. If contractor's employees are found at any other location other than place of employment, they will be prohibited from working aboard the installation. Vendor/Contractor access passes must be returned to Pass and Registration, building 1637, MCB Hawaii upon expiration of the pass or termination of employment under the contract. Personnel denied an access pass might appeal in writing to the Commanding Officer, Marine Corps Base Hawaii (Attn: Base Inspector). Denial or revocation of an access pass may be made if the applicant:

a. Is listed on the National Terrorist Watch List.
b. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or SSN cannot be verified.
c. Is subject to an outstanding criminal warrant.
d. Submits a Vendor/Contractor business pass application, which contains false or fraudulent information.
e. Is a registered sex offender regardless of the date of the criminal offense.
f. Has been issued a debarment order and is currently banned from any military installation.

3. Base access requirements and procedures may change during the term of a contract. The Contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

9.2 Additional Security Requirements

1. Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to the appropriate personnel for processing and security inspection.

2. Contractor and subcontract empoyees will access MCB Hawaii and other MCB Hawaii properties only for official business in support of the contract and only during the days and hours specified in their business pass. Violation may result in confiscation of the business pass and debarment from MCB Hawaii.

3. Do not pickup, remove, or disturb any ordnance (spent or live ammunition, brass, pyrotechnics, etc) found while on MCB Hawaii and other MCB Hawaii properties.

4. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the sponsoring activity's COR. If your vehicle gets stuck or breaks down, military personnel are not authorized to pull or tow your vehicle.

10. Safety

Contractor Compliance: The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the contractor's safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at http://www.osha.gov/dcsp/vpp/index.html.

Mishap Notification and Investigation: The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Government property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the contracting officer's representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The Government person notified by the contractor will in-turn notify the Safety office. Contractor

notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant contracting officer, the contracting officer's representative, and/or the cognizant program manager, the contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the Government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the Government personnel until the investigation is completed.

10.1 Fire Drills

The Contractor shall participate in Government conducted fire drills or other emergency type drills. Advance notice of drills may or may not be given. The Contractor must display fire extinguishers or any apparatus that may be required by Government occupants during practice fire drills or actual emergencies.

The Contractor shall comply with requirements for displaying posters furnished by the Government pertaining to fire prevention, health and sanitation measures, accident prevention, etc. The Contractor shall display posters provided by the Government pertaining to nutrition, weight control programs, health and sanitation measures, accident prevention and similar purposes pertinent to Marine Corps activities.

10.2 Contractor Personnel Accountability

The contractor shall be responsible for personnel in the event of a disaster and shall provide **accountability** reports for personnel working under the contract to include: # of employees working at the time of the event, # located (to include # deceased and # injured), and # missing. The report shall be submitted to the COR, designated Point of Contact (POC) or Contracting Officer confirming all personnel have been contacted/located. The first report shall be communicated (oral/written) immediately following the occurrence of a disaster. Subsequent communication shall be reported until all personnel are accounted for.

Check in procedures for contractor personnel shall incorporate the most expeditious accountability with management upon the occurrence of a disaster. Contractor procedures/training shall:

- Provide multiple and redundant means of communication in the event normal communication means are disrupted or nonexistent;
- Ensure all managers, supervisors and employees understand and accomplish their personnel accountability roles and responsibilities;
- Ensure all reportable casualties are reported and included in personnel accountability reports;
- Ensure accurate baseline population counts; and,
- Carry out exercises, at least annually consistent with the guidance herein.

11. Transition

The contractor shall follow the transition plan submitted as part of the proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

12. Related Documents

The following Documents are related to this project:

-Marine Corps Food Service Standard Operating Procedures MCO 10110.14 M
http://www.marines.mil/Portals/59/Publications/MCO%2010110.14M.pdf

-Tri-Service Food Code NAVMED P 5010-1
http://www.quartermaster.army.mil/jccoe/TB_MED_530_SEP_2014.pdf

-Index of Recipes Armed Forces Recipe Service MCO P1011.4G
http://www.quartermaster.army.mil/jccoe/publications/recipes/index/full_index.pdf

-Marine Corps Base Hawaii Master Menu, which outlines the Marine Corps Fueled to Fight Program.
-Food Service Charges At Appropriated Fund Dining Facilities and The Military Academies Effective January 1, 2017 (annual).
http://www.quartermaster.army.mil/jccoe/Operations_Directorate/QUAD/Meal_Rates_Archives/meal_rates_2017.pdf

-Public Law 91-596 Occupational Safety and Health Act (OSHA) https://www.osha.gov/law-regs.html

-Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E).
https://dap.dau.mil/policy/Lists/Policy%20Documents/DispForm.aspx?ID=2789

-DD Form 254
http://www.dss.mil/multimedia/shorts/DDForm254/includes/Student%20Guide_Course0020_DD254.pdf

-DD Form 577 http://www.hqmc.marines.mil/Portals/137/DD-Form%20577_ID%20Number%20Fillable.pdf

-DD From 2971 http://www.med.navy.mil/sites/nmcphc/Documents/Forms/DispForm.aspx?ID=5247

-Cash Meal Payment Sheet NAVMC Form 10298, will be provided by government as required.

-OSHA Voluntary Protection Program (VPP) http://www.osha.gov/dcsp/vpp/index.html

-Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49 AFI 44–141
http://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/AR40-25_WEB_Final.pdf

-DoD 133810-M Published 2016 http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/133810m.pdf
Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

13. Deliverables

The contractor shall provide deliverables as described in the PWS and below.

#	Name	Deliverable	Frequency
2.3.5.	Insurance	Furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts in accordance with work on a government installation clause.	(1) Within 15 calendar days after award, the Contractor (2) This insurance must be maintained during the entire performance period. (3) 30 calendar days written notice to the COR by the insurance company prior to cancellation or material change in policy coverage.

2.4.1.	Medical Requirements	(1) Ensure that all personnel have a current Medical Certificate prior to starting work. (2) Shall be examined for evidence of tuberculosis. (3) Personnel absent from their duties for (30) consecutive days or more shall have a medical examination prior to retuning to duty and provide a medical certificate to the Project Manager. (4) Keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of sanitation cards.	(1) prior to starting work. (2) prior to starting work. (3) A copy of all medical certificates shall be forwarded to the COR/ACOR within (24) hours of the employee's return to work. (4) Copies of medical certificates shall be maintained at the employee's main duty location, presented upon request of the Government.
2.4.3.	Emergency Medical Care	(1) Report on occurrence of a job-related injury. (2) Prepare an accident report for COR/ACOR	(1) Immediately (2) 24 hrs. After accident is reported.
2.5.	Contractor Personnel	(1) The Project Manager or Alternate shall be available to meet with the COR/ACOR.	(1) 70% of the time, within 60 minutes of a call to meet during operational hours, or available within 2 hours after non-operational hours.
2.6.1.	Key Personnel Qualifications Requirements	(1) Furnish, the names of the key personnel hired to perform work under this contract. (2) Submit the name and detailed resume of key personnel.	(1) With the initial proposal (2) Within 2 days after the start of employment
2.6.5.	Contractor Personnel Meals	(1) Develop a policy to discourage snacking. (2) Provide a refrigerator(s) at the mess hall to store employee meals.	(2) This policy must be maintained during the entire performance period.
2.7.	Location and Hours of Work	(1) Prepare and transport boxed/bagged meals from Anderson hall to Pu'uloa Range	(1) Daily, each meal period
2.7.1. 2.7.3.	Extended Service Hours Performance During a Crisis/Emergencies	(1) Provide services when required by the COR/ACOR	(1) Within 24 hours
2.7.2.	RIMPAC	(1) Provide additional support for Anderson Hall during RIMPAC.	(1) Bi-annual
3. 4.	Food Quality Service Quality	(1) The Contractor Shall be responsible for proving consistently high quality meals.	(1) Daily, each meal period
3.1.	Authorized Personnel to Subsist	(1) Provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated quantities with or without the assistance of military cooks.	(1) Daily, each meal period
3.3.1	Menu Posting	(1) Post the all menu and prices.	(1) Daily , before breakfast
3.3.3.	Menu Changes and Enhancement	(1) Report Menu Changes	(2) In the Contractors Monthly Management Report.

3.3.4.	Menu Substitutions	(1) Manage, inventory, and issue food items in accordance with the MCBH Master menu. (2) Maintain copies of all menu substitutions, correspondence as part in the daily folders	(1) Daily, each meal period (2) As required
3.4.1. 3.4.2.	Special Holiday Meals Requirements Themed Meal Requirements	(1) Provide sufficient personnel, and extension of meal hours. (2) Provide, at their expense, appropriate decorations	(1) Holidays (2) Holiday and Themed Meals
3.4.3.	Mess Deck Support	(1) Provide mess deck requests and coordinate schedules	(1) As required
3.4.4 3.4.5 3.4.6.	Recreational Meals Requirements Box Meal Requests Remote Site Meal Requirements	(1) Provide recreational meals. (2) Provide box meals. (3) Provide meals for units participating in field exercises.	(1) As required (2) As required (3) As required
3.4.7 3.4.8	Hot and cold Beverage Support Fruit Support for Conditioning Hikes	(1) Fill Containers and provide appropriate disposable cups, at their expense. (2) Provide fruit and beverage support.	(1) As required (2) As required
4.1. 4.5.	Quality Control Consequence Contractor's failure to Perform Required Services	(1) Develop a Quality Control Plan (QCP). (2) Hold meetings (3) Report Defects of cleanliness of spaces and related items will be reported to the COR/ACOR.	(1) With the initial proposal (1) Maintained throughout the awarded contract. (2) Weekly until full implementation of the contract. (2) Twice per month. (3) In writing 24hrs (4) Failure to maintain an effective QCP may result in Termination for Default.
4.1.3.	Customer Comments	(1) Provide Meal Comment Cards	(1) As requested by COR/ACOR
4.7.	Food Safety and Sanitation	(1) Implement a Food Safety Plan and cleaning schedule.	(1) With the initial proposal
4.4.1.	Sanitation Training	(1) Attend and teach training classes in the principles and practices of personnel hygiene and food service sanitation to prevent food borne illness. (2) 8 hour initial Sanitation Training (3) 4 hour Sanitation Course (4) Supervisory Personnel shall have successfully completed a formal food service sanitation training program.	(1) Quarterly (2) before initial job is started (3) Annually (4) Certificate will be submitted to the COR/ACOR 10 days prior to contract start date. Certificates shall be renewed annually, and re-submitted on the contract anniversary date.

4.4.2	Inspections	(1) Provide personnel to accompany the agency inspections of review teams.	(1) As required
4.4.3.	Sanitation Inspections	(1) Navy Environmental & Preventative Medicine Unit (NEPME) (2) W.P.T Hill Inspection Team (3) Western Pacific Food Management Team (WPFMT) (4) Marine Corps Installation Pacific Technician Inspection (MCIPAC TI) (5) Installation Food Service, Hawaii Technician Inspections and Quality Assurance Evaluations.	(1) Defects or discrepancies will be reported to the COR/ACOR in writing 24 hrs. After inspection. (2) After Nomination (3/4) Annual (5) Semi-Annual (TI), Quarterly (QAE)
4.4.4.	Food-Borne Illnesses	Notify immediately the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness.	Immediately
5.	Marine Corps Information Management System (MCFMIS)	(1) Provide sufficient personnel to support the MCFMIS program. (2) Maintain Daily Folders (3) Generate Subsistence Operational Analysis Reports (4) Prepare letters, reports, and other administrative documents (5) Maintain accountability of all subsistence items.	(1) Daily, each meal period (2) Daily, each meal period (3) Quarterly and Yearly (FY) (4) Daily, each meal period (5) Weekly
5.1.	Food Service Storage and Warehouse	(1) Provide sufficient personnel to support all areas of Food Service storage & warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and administrative documentation. (2) Maintain the property warehouse and conduct inventory.	(1) Daily, each meal period (2) Monthly
5.1.1.	Storage	(1) Issue, inventory, and maintain stock levels required identified in the PWS.	(1) Daily, each meal period
5.1.2.	Subsistence Handling	(1) Receipt for all prime vendor deliveries with 100% visually inspections. (2) Provide inventory on all subsistence items	(1) Upon truck delivery, daily (2) Daily, each meal period
5.2.	Cashier/Meal Verification Supervisor Services	(1) Responsible for collecting funds generated from the sales of the meals. (2) Provide sufficient cashiers. (3) Cashiers will be assigned in writing and have a DD form 577 complete. (4) A minimum of (5) cashiers with CAC will be available during. (5) Turn over funds collected with supporting cash meal payments sheets/supporting documentation to the Government.	(1) Daily, each meal period (2) Daily, each meal period (3) 3 days prior to appointment (4) Daily, during all meal periods (5) Weekly or as required base on monetary limits.
6.	Provide Meals in a Timely Fashion	(1) Mange the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered.	(1) Daily, each meal period

6.1.	Food Preparation and Serving Requirements	(1) Providing sufficient personnel to prepare products, service, and support: Main, specialty, snack, flight, and carry out lines, with or without the assistance of Military cooks. (2) Obtain food from the Chief Cook/Store Room for each meal and accomplish all tasks as required by the Pro-Guide and Pre-Prep.	(1) Daily, each meal period (2) Daily, each meal period
6.1.2.	Serving Lines	(1) Service, maintain, and clean the all serving lines, and the patron self-service areas; and serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. (2) Use separate utensils for each food item served (3) Move full serving containers to serving lines and remove empty containers (4) Maintain proper temperatures on the serving lines (5) Breakdown serving lines (6) Clean serving lines	(1) Daily, each meal period (2) Daily, each meal period (3) Daily, each meal period (4) Daily, each meal period (5) (15) minutes after the end of the meal period. (6) within (60) minutes after the lines are broken down
6.1.3	Garnish	(1) May provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.	(1) Daily
6.1.4.	Self Service	(1) Clean all spills, food debris, or liquids. (2) Clean toasters and microwaves	(1) Within (5) minutes of occurrence. (2) Daily, each meal period
6.1.5.	Salad Bar Menu	(1) Process fresh fruits and vegetables	(1) not more than (18) hours prior to use
6.1.6.	Fitness Menu	(1) Provide a Fitness Menu	(1) With the initial proposal (2) Daily
6.1.7.	Beverage Service	(1) Service all beverages dispensers	(1) Daily
6.1.7.1.	Ice Distribution	(1) provide ice manually from the ice dispenser located elsewhere (2) Remove all ice from the storage compartments and clean the interior of all ice making machines	(1) Daily, before and during meal period (2) Weekly
6.1.9.	Ice Cream	(1) Monitor and have ice cream available throughout the serving period.	(2) Daily, each meal period
7.	Provide Meals in a Clean and Pleasant Establishment	(1) Provide a clean table and chair (2) Provide steady re-supply of dishes, utensils, condiments and supplies to all serving areas	(1) Daily, each meal period, without waiting (2) Daily, each meal period, without waiting
7.1.	Material Handling	(1) Assist the Government by complying with the base-recycling program	(1) After every meal and closing of the facility.
7.2.	Cleaning Housekeeping	(1) Submitted in writing cleaning, housekeeping, and amenities plan.	(1) 14 days before the contract start date.

7.3.	Exterior Cleaning	(1) Shall sweep and clean in and around entrances, exists and sidewalks. (2) Shall empty, clean and reposition all cigarette ash receptacles (3) Sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. (4) Fly-fans will be dusted and cleaned (5) Clean all windows and screens (6) Shall remove, clean and return all garbage and trashcans (7) Addition cleaning or maintenance	(1) Daily, after each meal period (2) As required (3) Daily, once (4) Weekly (5) Weekly (6) Daily (7) As required
7.3.1.	Exterior Ground Maintenance	(1) Create a pleasant outdoor environment. (2) Responsible for the care, landscaping and grounds sounding the food service facilities within (20) feet. (3) Grounds mowed (4) Water plants (5) Shall rake, mulch, and prune (6) Exterior of building (7) Cleaning and maintenance of picnic tables, and butt cans	(1) Daily (2) As Required (3) No more than 3 inches tall (4) As required (5) As required (6) monthly or as required (7) As required
7.4.	Interior Cleaning	(1) Spot clean all walls, baseboards, windows, window ledges, doors, and door frames. (2) Dust trophies, sport memorabilia, and display cases (3) Glass panes, inside and out (4) Polish all metal surfaces that require polishing (5) Clean and sanitize all restroom and locker rooms (6) Keep all paper towels, toilet paper, and hand soap dispensers (7) De-scaled toilets and urinals	(1) Weekly (2) Weekly (3) Daily (4) Weekly (5) Daily, after each meal period (6) At all times (7) Weekly
7.4.1.	Floor Cleaning	(1) Preform spot cleaning (2) remove all "scuff marks". (3) Preform floor waxing (4) Shall remove all dirt and deposits of old wax using wax stripper. (5) Clean the throats and covers of all floor drains	(1) Daily, during all meal periods (2) As required (3) Monthly (4) As required in PWS (5) Daily, after each meal period
7.4.2.	Dishwashing Service	(1) Provide a minimum of (3) personnel per scullery (2) Clean interior and exterior surfaces of dishware dispensers, try racks and carts. (3) Sort all dishware and utensils (4) Return all dishes and dinnerware to their respective storage areas after each meal. (5) Clean dishware, trays and flatware. (6) Notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained (7) Perform dish washing by hand. (8) both dishwashing areas	(1) Daily, during and after each meal periods. (2) Daily, after each meal period (3) Daily, during and after each meal periods. (4) Daily, after each meal period (5) Daily, during and after each meal periods. (6) Immediately (7) As required follow PWS (8) As required

7.4.3.	Pot/Pan Washing	(1) Drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals. (2) Remove lime and scale deposits (3) Complete the entire dishwashing operations (4) Clean and sanitize cooking and serving equipment (5) Cleaning oven and conveyor toasters racks (6) Clean the pan washing room or area	(1) Daily, after each meal period (2) Weekly (3) No later than (90) minutes after the conclusion of each scheduled meal period. (4) Daily, after each meal period (5) Twice, per week (6) Daily, after each meal period
7.4.4.	Equipment Cleaning	(1) Thoroughly clean food serving equipment, tables, and work area (2) Clean the interior of ventilating hoods (3) Clean all removable grease filters (4) clean "pass through" and other types of food holding spaces (5) Responsible for removing then returning the food items to their original position after cleaning	(1) Daily, after each use (2) Daily, after each use (3) Weekly (4) Daily, after each meal (5) As required
7.4.5.	Furniture	(1) Physically move dining room furniture	(1) vary each month
8.1.2.	Government Furnished Property	(1) Conduct a joint inventory	(1) Prior to the start date
8.1.3	Government Furnished Supplies	(1) Conduct a joint inventory (2) Maintain adequate Government Furnished Supplies (3) Provide all laundering service for tablecloths	(1) Prior to the start date (2) Daily, all times (3) As required
8.2	Additional or Replacement Equipment	(1) Submit requests for additional or replacement equipment/supplies (2) Responsible for maintaining property records (3) Develop a property control system (4) Report the loss, damage or destruction (5) Minor Property Inventory (6) Joint Minor Property Inventory	(1) As required (2) Monthly (3) 14 days after the contract start date. (4) Verbally, written report 5 days (5) Monthly, per PWS (6) Monthly, per PWS
8.4.	Shut down and Service Calls	(1) Prior approval requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment (2) Perform service call work	(1) Submitted 72 hrs. in advance (2) As required
8.5.	Maintenance and Repair	(1) Perform required (minor and major) maintenance (2) Provide all materials and supplies necessary to perform required maintenance (3) Maintain and repair all walk-in and reach-in type refrigerator units (4) Connect and disconnect all utility lines (5) Furnish all food preparation and serving equipment replacement parts (6) Verbal or hand written lists and input	(1) Daily (2) As required (3) As required (4) As required (5) As required (6) Yearly
8.5.1.	Maintenance and Repair Contractor Responsibilities	(1) Manage the total work effort associated with the maintenance, repair and all other services (2) Provide an adequate staff (3) Preventive Maintenance Inspections and Services	(1) Daily (2) Daily (3) Monthly

8.5.2.	Office Equipment	(1) Shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. (2) Shall provide all necessary office and administrative supplies (3) Responsible for all reproduction requirements (4) Responsible for proper security of Contractor supplies and belongings	(1) As required (2) As required (3) As required (4) Daily
8.6.	Other Supplies and Services	(1) Contractor will provide all laundering service	(1) As required
8.6.1.	Commercial Telephone Service	(1) May request off-base commercial telephone service	(1) As required
8.6.2.	Personnel Protective Equipment	(1) Furnish all safety, and hearing protection for all hazardous areas	(1) As required
8.6.3.	Uniforms	(1) Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. (2) Provide employee uniforms, name tags, and special-type clothing as described herein. (3) Furnish bimetallic thermometers for appropriate contractor employees (4) shall not wear jewelry	(1) As defined in PWS (2) As defined in PWS (3) As defined in PWS (4) As defined in PWS
8.6.3.1	Uniform Allowance	(1) Furnish all employee a with an adequate number of uniforms	(1) As defined in PWS
9.	Security	(1) Comply with all current Marine Corps Base Hawaii and DoD security requirements. (2) ~~Only US Citizens shall be employed~~ Citizenship and Green Card status IAW PWS. (3) Work under this task order requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) (4) Shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. (5) Authorized users of the MCEN shall receive initial Information Assurance (IA) Training (6) Submit a list of employees by name that will be performing work on this contract.	(1) Prior to the start date and daily (2) Duration of contract (3) All Supervisor and Key Billets for the duration of contract (4) Duration of contract (5) Annually (6) 10 days prior to start of the contract and Monthly

10.	Safety	(1) Comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). (2) Participates in the OSHA Voluntary Protection Program (VPP). (3) shall notify (4) Secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office.	(1) As defined in PWS (2) As defined in PWS (3) Within four (4) hours (4) As required
10.1	Fire Drills	(1) participate in Government conducted fire drills or other emergency type drills (2) Display fire extinguishers (3) Shall comply with requirements for displaying posters	(1) As required (2) As defined in PWS (3) As defined in PWS
10.2	Personnel Accountability	When required, provide accountability reports.	As defined in PWS.

14. Performance Requirement Summary (PRS)

SOW PARA	Performance Objective	Performance Standard	AQL	Surveillance Method
4.4 7.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Sanitation requirements of the Tri-Service Food Code and state and local laws/regulations.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position for the ordering, receiving issuing, preparing, serving, and cleanup of the MCBH Master Menu.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
2. 6.1.	The contractor and subcontractor shall adhere to all state and federal laws, and Marine Corps rules and regulations.	Abides by all laws and regulations. No injuries or incidents that result in the loss of work or work stoppage.	No state or federal violations; 95% adherence to base regulations.	Completes all on-line training and attends specified training opportunities. Food Safety and sanitation briefings. All incidents reported.
10.	The contractor and subcontractor shall not perform unsafe acts to could cause harm to themselves or others and does not violate base safety regulations.	Abides by all base safety regulations and those identified by the food service staff.	95% accident free	Attends base safety training, receives safety briefings from food service staff and appropriate military personnel.
8.5.1.	The contractor and subcontractor shall Provide operator maintenance and minor/major repairs of food service equipment. In accordance with PWS.	Routine-Repair within 4 days. Urgent-Repair within 2 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	Routine-Repair within 5 days. Urgent-Repair within 3 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	During Inspections: 95% of the equipment necessary to cook, clean or sanitize for each meal period will be available.

3. 3.3 4.	The contractor and subcontractor shall managing subsistence, supplies and equipment necessary to service the guests in accordance with the PWS.	Result in 100% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Result in 95% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.2.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Proper accountability of all cashier transactions, with a less than .01% error rate.	Ensure cash deposits are 100% accurate and turned in by the next business day. Perform cashier services and ensure cash deposit is accurate and turned in on time.	Proper accountability of all cashier transactions, with a less than .01% error rate.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.7.3 6.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in there is no impact of food service operation during regular and contingency operations.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 5 food servers cooks.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 4 food servers cooks.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.	The contractor and subcontractor shall meet scheduled deadlines and deliver products in the time requested.	Meets 100% of deadlines imposed by the COR.	95% of tasks are completed within the timeframe prescribed.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
3.1. 6.	Prepare food IAW recipe cards and Performance Work Statement	100% of menu items/meal period as provided by the government.	95% of menu items/meal period as provided by the government.	QAE inspection and Food Tech/FSO walk thru. Customer Complaint from Senior Cook on duty.

15. Wage Determination

The wage determination applicable for this solicitation is CBA-2017-10354 and is attached. The referenced CBA is also attached. Summary table has been deleted and replaced by including the CBA in its entirety.

15.1 Unit Price Adjustments in Option Periods

This contract incorporates a Service Contract Act (SCA) Area Wage Determinations (AWDs) based on a Collective Bargaining Agreement from the previous service provider. The Wages in the contractor's proposal are to utilize the WD rates for the WD/CBA as indicated below for the base period and all option periods. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Act—Price Adjustment Clause, FAR 52.222-43 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees in the option periods of performance. In accordance with the referenced clause, the contractor may be entitled to an adjustment in contract price only when a new SCA or CBA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

15.2 Annual Wage Rate Determination and Rate Calculation

(a) This procurement is subject to the requirements of the Service Contract Labor Standards (formerly Service Contract Act of 1965).
(b) The Contractor agrees to furnish the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.
(d) If the wage rate differs from prior year, the Contractor must submit a claim of adjustment within 30 days of receipt of the new wage determination to the Contracting Officer. However, the Contracting Officer may extend the 30 day submission period in writing. The Government has the authority to examine all supporting records and documentation.
(e) The following provides guidance on the process when requesting an adjustment: For the labor category adjusted by the revised wage determination, the current rate should be subtracted from the revised rate. Additionally, the difference in fringe must also be calculated. The difference in the wage rate and fringe must be added together, with the result being multiplied by the number of total hours performed. The result is the total adjustment amount. The Contracting Officer will issue a modification to reflect the required adjustment.

~~**OPTION FOR INCREASED SERVICES – Separately Priced Line Items**~~

~~The Government may require the delivery of the numbered Contract Line Item Numbers (CLINS) 0004AA-AC, 1004AA-AC, 2004AA-AC, 3004AA-AC, and 4004AA-AC identified in the schedule as optional Surge Services CLINS in the quantities and at the prices stated in the schedule. The Contracting Officer may exercise any of these options by written notice to the Contractor within 2 days from performance start date. If options are exercised for less than the quantities listed in the SUBCLIN, the total price for the exercised SUBCLIN shall be prorated for the amount of hours exercised.~~

PWS ATTACHMENTS

Solicitation M00318-17-R-0003
M&MA Services for MCBH
PWS Attachments

A) Wage Determination – See below
B) GFP List – See Attached Document
C) Master Menu Documents – See attached 15 documents

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: CBA-2017-10354
Diane Koplewski Division of | Revision No.: 0
Director Wage Determinations | Date Of Last Revision: 9/11/2017

State: Hawaii

Area: Honolulu

Employed on Marine Corps Base Hawaii, Kaneohe, Regional Contracting Office contract for Management and Mess Attendant Services for Marine Corps Base Hawaii, Kaneohe Bay.

Collective Bargaining Agreement between contractor: (Subcontractor) Blackstone Consulting, Inc., and union: Industrial, Technical and Professional Employees Union, OPEIU Lo Local 4873, effective 1/1/2017 through 12/31/2019.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

ADDENDUM TO 52.212-1

ADDENDUM TO FAR 52.212-1 - INSTRUCTIONS TO OFFERORS

1. General Instructions:

(a) **Mailing/Delivery/Submission:** Offerors shall submit only one (1) offer in response to this RFP. Therefore, the Offeror's submission should demonstrate the optimal capability in response to the requirements. Offers shall be hand-carried or mailed and received at the following location by **2:00 p.m. Hawaii Standard Time (HST), November 16, 2017**:

Commanding Officer, Marine Corps Base Hawaii
Attn: Ms. Eileen Keating Carnaggio
Regional Contracting Office Hawaii
2nd Street, Building 209
Marine Corps Base Hawaii
Kaneohe Bay, HI 96863-3063
(808) 257-1158

Offerors are advised that proposals sent by conventional US Mail service are not routed directly to the above address. Therefore, the possibility that a proposal will not comply with the stated closing date/time exists; in such case the proposal will be considered a "late submission." Offerors who choose to send their submission via the US Postal Service (USPS) should address their proposals to Box 63063 rather than the street and building number. The physical address specified above should be utilized for delivery in person and mailing by an express mail service such as FedEx and UPS.

(b) **Questions: All questions shall be submitted, in writing via e-mail, to Ms. Eileen Keating Carnaggio, at** eileen.carnaggio@usmc.mil **by 2 PM, HST, no later than Oct 13, 2017.** The

Government does not anticipate extending the due date for receipt of proposals, therefore, review the RFP and these instructions thoroughly so all of your concerns/questions can be addressed.

(c) **Site Visit:** A site visit is scheduled for **October 5, 2017.** In order to attend the site visit, offerors must RSVP via email to Eileen Keating Carnaggio at the above stated email address NO LATER THAN **October 3rd** with the names (as they appear on Driver's License) and SSNs of those attending (Limit: 2 attendees per vendor). Only those listed in the RSVP can attend. NO substitutions. Late RSVPs will NOT be considered.

2. **Offerors shall submit the following with their proposal:**

(a) **RFP 1449 for M00318-17-R-0003**. A completed and signed copy of the SF 1449 indicating agreement to the provisions and clauses therein. All unit prices should be filled in as well as total prices.

(b) **A completed Offeror Representations and Certifications (52.212-3) and DFARS 252.212-7000**. An Offeror shall complete only paragraph (j) of FAR 52.212-3 Offeror Representations and Certifications – Commercial Items Alternate I if the Offeror has completed the annual representations and certifications electronically at http://sam.gov. If an Offeror has not completed the annual representations and certificates electronically at the SAM website, the Offeror shall complete only paragraphs (b) through (i) of this provision.

(c) **Technical Proposal.** Describe in detail how your company satisfies the technical factors and provide the below requested information per instructions.

(d) **Price Proposal** per instructions below.

(e) **Acknowledgement** of all solicitation amendments.

3. **Format.** Offerors shall prepare and submit their response to the solicitation as set forth in Table 1. The titles and contents of the sections are defined in Table 1 of this document, all of which shall be within the required page limits (including all attachments, figures, etc.) and with the number of copies specified in the table. An electronic copy of all documents (technical and price) shall also be submitted on a single (1) CD-ROM. Proposals shall be prepared using "Arial" or "Times New Roman" 11-point font style on 8½ x 11 inch white paper. Tables and illustrations may use a reduced font style, not less than 8 points. Foldouts are not allowed. Margins shall be one (1) inch on all sides. All material submitted may be single-spaced. Offerors should ensure that each page of the original proposal provides identification of the submitting Offeror in the header or footer. The "original" folder shall be marked "ORIGINAL." The prices should be in a separate folder. Each volume of the quote shall be separately bound and include a cover sheet, clearly marked as to solicitation number, volume number, title of Acquisition and the Offeror's name. IAW FAR Subpart 4.8, the Government will retain one copy of all submissions.

Table 1 – Required Format for Proposal

Volume	Title	Maximum Number of pages	Hard copies	Format for document on CD-ROM
I	Technical Proposal	50	1 Original and 3 copies	MS Word or pdf
II	Price/Business Proposal	As required	1 Original	MS Excel spreadsheet

4. **Volume I: Technical Proposal Submission:** The Offerors shall submit one original and 3 printed versions. The CD-ROM shall accompany the original.

   Offerors are expected to present their proposal in a thorough yet clear and concise manner with sufficient detail for effective evaluation and for substantiating the validity of stated claims. Offerors shall assume that the Government has no prior knowledge of their abilities and products and will base its evaluation on the information presented in the offeror's proposal. Submission of offers which are unnecessarily verbose, unclear, disorganized, or difficult to understand, may result in unfavorable consideration.
   Offeror's responses to the factors will be evaluated against the evaluation criteria defined in the Evaluation Criteria section of the RFP.

5. **Volume I - Technical Proposal Content:**

   The Technical volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity and coherence are very important. The Technical volume will be evaluated against the evaluation factors defined in Evaluation Factors for Award. The Technical volume should not simply rephrase or restate the Government's requirements; the volume shall provide convincing rationale to address how the offeror intends to meet the Government's requirements. Statements such as "the offeror understands, can, or will comply with the PWS," (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable and will negatively impact the offerors rating. Offerors shall assume that the Government has no prior knowledge of their capabilities and experience, and will base its evaluation on the information presented in the offeror's Proposal. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired. **Volume I must not include pricing information.**

6. **Volume I – Technical Proposal Organization.** The Technical Proposal volume shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the PWS. The Technical volume shall be organized according to the following general outline:

   - TAB A - Exceptions/Assumptions (Identification and explanation of any exceptions or deviations. Additionally, identify any assumptions used in preparing the response)
   - TAB B – Technical Factors
   - TAB B1 – Sub-factor 1: Corporate Experience
   - TAB B2 – Sub-factor 2: Management Plan
   - TAB B3 – Sub-factor 3: Quality Control Plan
   - TAB B4 – Sub-factor 4: Food Service Operations Plan
   - TAB B5 – Sub-factor 5: Staffing and Transition Plan

7. **Volume I Technical Factors –** The technical proposal shall include, at a minimum, the following information.

   TAB B1 – Corporate Experience. Recent relevant corporate experience shall be discussed for all Prime and subcontractors proposed to support this contract. This section shall include the following: At the corporate level, provide information regarding any relevant technical experience acquired within **the last 5 years from date of solicitation issuance (September 25, 2017).** providing services that are the same as, or similar to, the scope, magnitude, and complexity of the work described in this solicitation, that will enable

successful execution of the proposed approach and satisfy the requirements of the PWS. Provide a description of the project(s) in which relevant technical experience was obtained. Specifically address experience as indicated in the evaluation section of this solicitation. Offerors shall include the dates of performance for this experience, the contract number, the name of the customer along with contact phone number and email address, the dollar value, the size of the contract action, and what type of contract vehicle (Cost, Firm Fixed Price, etc.) and a detailed description of the services performed. A table may be used to delineate technical experience. In addition to evaluating corporate experience, the information provided in this section will support the evaluation past performance (see Evaluation section of solicitation). NOTE: This is a go/no-go factor. Therefore, it is extremely important to provide the requested information in sufficient detail to properly evaluation this sub-factor.

TAB B2 – Management Plan – Address how the Offeror will provide management support and meet all requirements of the contract. Provide a narrative describing the approach to management and oversight of the mess attendant and maintenance personnel for MCBH. The narrative should address the Offeror's management objective and how the Offeror will achieve successful performance of this contract. Explain the methods, processes, and techniques that will be used to accomplish the requirements of the contract, what tasks will be performed to fulfill the requirements, any means put in place to correct performance issues, and describe the resources to be used to complete those tasks.

TAB B3 – Quality Control Plan – Explain how the offeror will measure, assess and control the quality of the work performed on all aspects of this contract. At a minimum, address each metric in the Performance Requirements Summary, and provide any metrics/measures specific to internal processes. The QCP shall also, include:

a) Approach and procedures for evaluating and ensuring quality in each of the major service areas (e.g., food preparation, meal accounting, cash handling, safety, sanitation), communicating with the Government resolving deficiencies, and identifying potential improvements.
b) Internal review process including who will perform the review, the frequency, the method, and a listing of the services under review.
c) How inspection will be conducted, e.g., random, visual, customer complaint, etc.
d) Method of identifying deficiencies in the quality of services performed and taking corrective action before the level of performance becomes unsatisfactory.

TAB B4 – Food Service Operations Plan – Describe how the plan will achieve the Marine Corps' objectives as stated in the PWS. The Food Service Operations Plan shall include the following:

a) **Food Service Preparation, Cooking and Serving:** Describe the plan for preparing, cooking, and serving meals required under this contract. Describe the use of advanced and/or innovative cooking methods and techniques (if applicable) and management processes, methods, and techniques for food preparation, food service, the use of bulk food cooking methods (if applicable), Take-Out meal approach and methods.
b) **Meal Accounting and Cash Handling:** Describe the plan for managing the meal accounting process, accurately accounting for meals, and accurately accounting for cash paid for meals. Delineate the management processes and methods that shall be used and the management required to support this requirement.
c) **Food Safety and Sanitation:** Describe the methods, processes, procedures and tasks to ensure that food safety and sanitation requirements stipulated in the contract are met.

d) **Food Preparation Serving Equipment (FPSE) Maintenance:** Describe the specific management methods, processes, and controls the Offeror will employ to ensure that the contract FPSE maintenance requirements are achieved.
e) **Surge management:** Describe the services required to handle situations where food service operations are impacted by a surge, or surge-like conditions. Describe the management processes, procedures, and techniques that the Offeror will employ to meet the requirements of the contract in the event of surge conditions.
f) **Contingency Management:** Describe services where food service operations are directly or indirectly impacted by a contingency situation, such as a fire, flood, earthquake, hurricane, or labor strike. Describe the management processes, procedures and techniques necessary to meet the requirements of this contract during a contingency situation.
g) **Marine Corps Food Management Information System (MCFMIS) Food Ordering, Receiving, Accountability, Issuing, and Inventory:** Describe the methods, processes, procedures and tasks to ensure that these requirements are met.

TAB B5 - Staffing and Transition Plan. This section must demonstrate the intended methodology for obtaining and maintaining the skills needed in performance of the PWS. The document must include the methodology used to determine the type, number of personnel proposed, and the level-of-effort proposed. The staffing approach shall include the following making sure to address the evaluation sub-factor 5:

(a) Describe and demonstrate the approach to ensuring that the personnel obtained or hired and retained are qualified with the requisite knowledge, skills, and training to successfully execute the task areas set forth in the PWS to include deploying contractor employees to the OCONUS location of Hawaii.

(b) Identify the personnel proposed and explain why they are best qualified to accomplish the PWS in addressing knowledge, skills, education, and experience requirements.

(c) If the use of any incumbent personnel are part of the staffing approach, explain process/procedures to be used to successfully recruit incumbent personnel.

(d) Discuss start-up/transition and demonstrate the ability to be fully staffed and operational by the start date of the contract, to include contract manager requirements and personnel with the ability to obtain proper background checks.

(e) Discuss the procedures that will be used to establish and retain a workforce sufficient to satisfy the requirements of the PWS, over the entire period of performance.

(f) Discuss how to accommodate fluctuating workloads, minimize turnover, and retain qualified personnel while demonstrating the capability to meet and sustain the personnel resources as needed to successfully perform the PWS, including the ability to backfill personnel within 2 weeks.

8. **Volume II – Price Proposal.** Offerors are required to complete and submit Fixed Prices per the Standard Form 1449 Continuation Sheet, Contract Line Item Number (CLIN). The unit prices shall include all costs to provide for the services contained in the PWS. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for the receipt of the proposals, unless another time period is specified in an amendment to the solicitation. The offeror shall include totals for each CLIN, the base period, each option, and overall total.

The proposal shall provide supplemental pricing information that supports the proposed CLIN prices by showing how the prices were derived. Failure to follow the below instructions may result in the offeror's proposal being deemed unacceptable by the Government. The Price Volume shall be organized as follows and contain the identified information.

TAB A – EXCEPTIONS/ASSUMPTIONS. The contractor shall identify and explain any exceptions or deviations in preparing the Price Proposal.

TAB B – SCHEDULE.
1) The contractor shall acknowledge any amendments to the solicitation, if applicable, at the beginning of this section.
2) The pricing schedule in Section B of the solicitation shall be submitted fully completed.
3) The offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your offer and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB C –SUPPLEMENTAL PRICING INFORMATION.
The proposal shall provide supplemental pricing information that supports the proposed CLIN prices in the Schedule by showing how the prices were derived. A complete and detailed price/cost breakdown with all supporting documentation shall be submitted. The price/cost proposal shall support the Non-price proposal. The price/cost proposal shall include all elements of cost and such other cost information as considered appropriate to support the offeror's proposal. The cost and pricing information shall be completed in accordance with the following:

(a) Separate cost and pricing information shall be submitted for each time period specified in the pricing pages of the solicitation.
(b) Supporting data including labor rates and hours, burden rates, material lists and costs, travel charges, and "other direct costs" used in developing the price/cost breakdown shall be furnished. The supporting data for "other direct costs" shall include an itemization of those costs and an explanation and justification for each cost so itemized.
(c) Since this solicitation and resultant contract are subject to the Service Contract Act (SCA), offerors shall use the prevailing Wage Determination (WD)/Collective Bargaining Agreement (CBA) rates when establishing direct labor rates in their cost/price proposals. WD rates shall not be escalated for option periods as changes to these rates as determined by the Department of Labor will be made in accordance with Federal Acquisition Regulation (FAR) clause 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts).
(d) Any and all subcontracts identified in the Non-price proposal shall be identified and priced in the price/cost proposal. Subcontracts (regardless of dollar value) shall be adequately documented. Subcontractor price/cost breakdowns may be submitted in separate sealed envelopes if necessary.

Additional Data. Data beyond what is stated in these instructions are not required and shall not be submitted unless it is essential to document or support the Offeror's price quote. All information relating to the proposed price including required supporting documentation must be included in the section of the proposal designated as the Price Proposal. Under no circumstances shall this information and documentation be included elsewhere in the proposal.

ADDENDUM TO 52.212-2

ADDENDUM TO FAR 52.212-2 EVALUATION —Commercial Items (Oct 2014)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Evaluation Factors and Basis of Award
Basis for Award

1. The Government intends to award a single contract resulting from this solicitation. Award of the contract will be based on an integrated assessment of the proposal and award will be made to the Offeror whose proposal is determined to provide the best value to the Government, who is deemed responsible in accordance with the FAR, as supplemented, and whose Proposal conforms to the solicitation's requirements (to include all stated terms, conditions, and all other information required by the solicitation). Within the best value continuum, the Government will employ a price/technical tradeoff analysis of price and non-price factors. In evaluating tradeoffs, the non-price factors, when combined, are approximately equal in importance to price. As non-price factors become closer in perceived value, price will become more important. Tradeoff analysis may result in the determination that it is in the best interest of the Government to consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror.

Randolph-Sheppard Act Priority –

Offerors are advised that the Randolph-Sheppard Act (20 USC 107d-3[e]) applies to this acquisition for the operation of a military dining facility. The solicitation is a competitive 8(a) set-aside, but also permits an SLA, which is not an 8(a) business concern, to participate in the procurement. The priority embodied in the Randolph-Sheppard Act (R-SA) takes precedence over the 8(a) preference. In accordance with the revised rules of the Department of Education, 34 CFR 395.33 – Vending Facility Program for the Blind on Federal Property, Sec. 395.33, in addition to the other source selection factors set out in this solicitation, the Government will give priority to an SLA for award of the contract upon receipt of final proposal revisions (or upon initial proposals if award is made without discussions), if the SLA has submitted a proposal that:

(1) demonstrates that the SLA can provide such services at a fair and reasonable price, with food of a high quality comparable to that available from other providers; and

(2) is among the highly ranked final proposal revisions after discussions with all offerors (or upon initial proposals if award is made without discussions), with a reasonable chance of being selected for award using the best value trade-off method, as determined by the contracting officer after applying its source selection criteria contained in the solicitation.

This notice is not designed to discourage competition from 8(a) small business concerns. This merely serves as notice that the required priority will be applied. The SLA will be required to provide a subcontracting plan to afford small businesses an opportunity to perform aspects of the requirement should the SLA receive the award. Should an 8(a) small business concern receive an award, the limitation on subcontracting clause will apply.

2. Responses that fail to address all the requirements set forth in the solicitation and PWS will be rejected.

3. **Technical Evaluation -** The technical evaluator(s) will evaluate the technical portion of the proposal IAW the sub-factors below:

    1) Corporate Experience
    2) Management Plan
    3) Quality Control Plan
    4) Food Service Operations Plan
    5) Staffing and Transition Plan

4. **Technical Sub-factor Evaluation Descriptions:**

    Sub-factor 1: Corporate Experience – The offeror must have at least 5 years of recent experience as a prime or a subcontractor in providing Mess Hall Management and Attendant services in a Military setting that is similar to the size, scope and complexity as described in the PWS. In order to be considered recent, the experience must have occurred within the last 5 years from solicitation issuance date.

NOTE: *This Sub-factor is a go/no-go factor and will be evaluated first. If the offeror does not rate "Acceptable" or higher on this factor, the proposal will not be evaluated further and will not be further considered for award of the contract.*

Sub-factor 2: Management Plan – Offeror's approach to managing the MCBH Food Service Program in accordance with the PWS will be evaluated. In particular, the Government will evaluate the methods, processes, resources and techniques that will be used to accomplish the requirements of the PWS. The Government will evaluate the offeror's plan for managing the work to ensure that all requirements of the PWS and the contract clauses will be met.

Sub-factor 3: Quality Control Plan – Quality Control plan will be evaluated for its ability to achieve the performance objectives within the operating constraints as described in the PWS. The completeness, feasibility of approaches and risk will be evaluated. In particular, the QCP will be evaluated on the following:

a) Approach and procedures for evaluating and ensuring quality in each of the major service areas (e.g., food preparation, meal accounting, cash handling, safety, sanitation), communicating with the Government resolving deficiencies, and identifying potential improvements.
b) Internal review process including who will perform the review, the frequency, the method, and a listing of the services under review.
c) How inspection will be conducted, e.g., random, visual, customer complaint, etc.
d) Method of identifying deficiencies in the quality of services performed and taking corrective action before the level of performance becomes unsatisfactory.

Sub-factor 4: Food Service Operations Plan - The following areas will be evaluated for quality and evidence that the Food Service Operations Plan will achieve the objectives described in the PWS:

a) Food Preparation, Cooking and Serving
b) Meal Accounting and Cash Handling
c) Food Safety and Sanitation
d) FPSE Maintenance
e) Surge Management
f) Contingency Management
g) Marine Corps Food Management Information System (MCFMIS) Food Ordering, Receiving, Accountability, Issuing, and Inventory.

Sub-factor 5: Staffing and Transition Plan – Plan must be able to achieve all performance objectives, within the operating constraints as describe in the PWS. Offeror will be evaluated for ability to provide full staffing, the duration of start-up and transition, completeness, feasibility of approach, and risks. Plans that reflect a realistic, yet expeditious assumption of contracted responsibilities will be viewed more favorably.

5. **Relative Importance of Technical Sub-factors in determining overall technical rating -** Sub-factor 1 is more important than each of the indidual sub-factors 2,3,4, and 5. Sub-factors 2-5 are equally important. Each technical sub-factor will be evaluated as Unacceptable, Marginal, Acceptable, Good or Outstanding as supported by documented proposal strengths, weaknesses, significant weaknesses, deficiencies, risks and/or omissions. Then the offerors will receive an overall technical proposal rating of Unacceptable, Marginal, Acceptable, Good or Outstanding. **NOTE:** If any Sub-factor is rated as Unacceptable, the entire Technical Proposal will be rated as Unacceptable. Only those offerors with an overall combined technical rating of Acceptable, Good or Outstanding will be evaluated further and will be further considered for award.

6. **Past Performance -** Only Offers that were determined to be at least Acceptable on the Technical Factors combined will be evaluated for past performance. The offeror will be evaluated on how well they performed on previous contracts determined to be similar in size scope and complexity and performed within the last 5 years from solicitation issuance date. A past performance confidence rating will be assigned. Offeror's past performance confidence rating will be determined on the basis of quality of service provided, timeliness of performance, effectiveness of management, customer satisfaction and overall performance. Only recent/relevant experience (as defined in the corporate experience evaluation technical sub-factor) will be

evaluated for past performance. The Past Performance Information Retrieval System (PPIRS) shall serve as a source of information when evaluating the Offeror's relevant past performance. In addition, the Contracting Officer reserves the right to evaluate present and past performance information through the use of: questionnaires completed by an Offeror's references submitted under the corporate experience technical sub-factor; data independently obtained from other sources; personal business experience with the Offeror; and any other information. If No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on the factor of past performance.

7. **Price -** Price is equally important to the Non-price factors. Only those offers found to be at least technically acceptable will be evaluated for price reasonableness. Price will be evaluated for reasonableness and completeness including all options periods. Pricing of contract line item numbers (CLINs) and total prices will be evaluated for price reasonableness using price analysis techniques in FAR15.404-1(b). If necessary to determine reasonableness, a cost analysis will be conducted.

   Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, first option, second option, third option, fourth option, and one-half of the fourth option. Offerors are required only to price the base and four options. Offerors shall not submit a price for the potential one-half year extension of services period.

   The Contracting Officer will make an overall rating for the Price as either Reasonable or Unreasonable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 90

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0001	24-Oct-2017		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MCBH-KANEOHE BAY COMMANDING OFFICER (CODE RCO) (ATTN: EILEEN KEATING CARNAGGIO) BOX 63063, BLDG. 209 KANEOHE BAY HI 96863-3063	M00318	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
	X	9A. AMENDMENT OF SOLICITATION NO. M0031817R0003
	X	9B. DATED (SEE ITEM 11) 25-Sep-2017
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is as follows:
1. Answer all questions.
2. The solicitation is hereby extended from 11/07/17 until 2:00 PM Hawaii Standard Time (HST) 11/16/17.
3. See highlighted changes and the following pages for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 24-Oct-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 1 (ADDITIONAL INFO)

Attachment 1 Additional Information Dated 10/23/2017

The purpose of this amendment is as follows:

1. Answer all questions from the site visit and solicitation.
2. Extend the proposal deadline from 11/07/17 until 2:00 PM Hawaii Standard Time (HST) 11/16/17. See highlighted change in Addendum to 52.212-1.
3. Add FAR clause 52.219-14 (Limitations on Subcontracting) to the solicitation. Please note this clause only applies to 8(a) small business concerns for this solicitation. FAR clause 52.219-14 does not apply to any Randolph Sheppard Act (RSA) state licensing agency (SLA) that may submit a proposal. See updated clause FAR 52.212-5 of the solicitation.
4. Add the following clauses related to small business subcontracting, which will only apply to an RSA SLA for this solicitation. These clauses do not apply to any 8(a) business concerns that may submit a proposal. Please note updated clause list to add the following clauses to the soliciation: 52.219-8, Utilization of Small Business Concerns; 52.219-9, Small Business Subcontracting Plan w/Alt II; 52.219-16, Liquidated Damages – Subcontracting Plan; DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts),
5. Remove table on page 92 of original solicitation under section (15. Wage Determination), and add the latest Collective Bargaining Agreement (CBA-2017-10354), in its entirety, as an attachment to the solicitation.
6. Correct typographical error in reference to Reps/Certs instruction. Page 12 and 95 of the original solicitation shall both reference paragraph (j) of FAR 52.212-3. Paragraph (b) reference on page 12 was an error.
7. Clause 252.219-7010 will be tailored reflect that competition is limited to RSA SLA and 8(A) small business concerns with priority given to the SLA IAW with the Randolph Sheppard Act and implementing U.S. Department of Education regulations. Please see highlighted exception as this clause was changed from “by reference” to “full text” in the solicitation.

7. Amend language in FAR 52.212-2 Addendum as follows:

"Offerors are advised that the Randolph-Sheppard Act (20 USC 107d-3[e]) applies to this acquisition for the operation of a military dining facility. The solicitation is a competitive 8(a) set-aside, but also permits an SLA, which is not an 8(a) business concern, to participate in the procurement. The priority embodied in the Randolph-Sheppard Act (R-SA) takes precedence over the 8(a) preference. In accordance with the revised rules of the Department of Education, 34 CFR 395.33 – Vending Facility Program for the Blind on Federal Property, Sec. 395.33 in addition to the other source selection factors set out in this solicitation, the Government will give priority to an SLA for award of the contract upon receipt of final proposal revisions (or upon initial proposals if award is made without discussions), if the SLA has submitted a proposal that:

(1) demonstrates that the SLA can provide such services at a fair and reasonable price, with food of a high quality comparable to that available from other providers; and

(2) is among the highly ranked final proposal revisions after discussions with all offerors (or upon initial proposals if award is made without discussions), with a reasonable chance of being selected for award using the best value trade-off method, as determined by the contracting officer after applying its source selection criteria contained in the solicitation.

This notice is not designed to discourage competition from 8(a) small business concerns. This merely serves as notice that the required priority will be applied. The SLA will be required to provide a subcontracting plan to afford small businesses an opportunity to perform aspects of the requirement should the SLA receive the award. Should an 8(a) small business concern receive an award, the limitation on subcontracting clause will apply."

Question and Answer Summary. Some questions have been summarized/combined with other questions for readability and consistency.

Question 1: Please clarify CBA rates in regards to submitting pricing and possible future adjustments?
Answer: All offerors shall submit pricing IAW with the Wage Determination and associated CBA-2017-10354 (See attached). Any request for a future adjustment will be subject to FAR 52.222-43. Please see section 15.1 in the solicitation for details.

Question 2: For the Net amount in CLIN's listed in Section B, do offerors fill in for the sub-CLINS?
Answer: Offerors shall fill in pricing for all *priced* CLINS and sub-CLINS in Section B. i.e. CLIN 0004 is an informational only CLIN and sub-CLIN 0004aa-ac are priced CLINs. Offerors shall also submit pricing information IAW instructions listed in Addendum 52.212-1.

Question 3: What volume should Reps/Certs be submitted with?
Answer: Volume II Price/Business proposal.

Question 4: Request clarification regarding SLA preference under the RSA and define "fair and reasonable" price?

Answer: The FAR and legal precedent grants the Contracting Officer (KO) sole discretion to determine fair and reasonable price IAW with the solicitation, stated evaluation factors, and applicable laws and regulations. See, e.g., FAR 15.404-1.
Offerors will be considered for award based upon the evaluation factors, instructions listed in the solicitation, and applicable law and regulations to include the Randolph-Sheppard Act and implementing U.S. Department of Education regulations.

Question 5: Is the military or contractor responsible for running the DFAC/Mess Hall?
Military has final authority in running the Mess Hall, but the contractor will be a supporting partner IAW with the PWS.

Question 6: In the evaluation of the proposals as in comparison to the RSA seems conflicting at best how the Randolph Sheppard applies. The government states that "Tradeoff analysis may result in the determination that it is in the best interest of the Government to consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror." So if the RSA submits a proposal that is judged to not be among the most highly rated proposals then the RSA will not be considered for award?
Answer: A RSA vendor will not be considered if it is not among the highly rated proposals as stated in the evaluation factors.

Question 7: If the SLA business concern uses a teaming partner to run the day-to-day operation, does that teaming partner have to be an 8(a) concern?
No, FAR 52.219-14 (Limitations on sub-contracting) does not apply to SLA concerns under the RSA.

Question 8: Questions related to staffing were raised to include: clarify section 2.5 and section 2 of the PWS regarding project manager and/or alternate, what are the production chef responsibilities, what are the duties of the MCIFMIS operator, and clarify the different job descriptions/titles listed in various parts of the solicitation to include the WD.
Answer: Section 2.6.1 has been revised in the PWS to include clarification. The original Section 2.6.1 has been renumbered to 2.6.1.1 and has been modified as well. Please reference these sections to see highlighted changes. Section 15 has also been modified to remove the summary table and include the CBA as its own attachment.
The answer to the specific questions asked by interested vendors are as follows:

The Production Chef. See section 2.6.1.1 paragraph 3.

MCFMIS Operator's duties are listed in section 5.
The WD is meant for information purposes only and may not be all encompassing or have the exact Job titles as required in the PWS. The CBA rates are to be followed and section 2.6.1 of the revised PWS clarifies the questions regarding job titles.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM
The required response date/time has changed from 06-Nov-2017 02:00 PM to 16-Nov-2017 02:00 PM.

The following have been added by reference:

52.219-8
52.219-9
52.219-16
252.219-7003

The following have been modified:
ADDENDUM TO 52.212-1

ADDENDUM TO FAR 52.212-1 - INSTRUCTIONS TO OFFERORS

1. General Instructions:

(a) **Mailing/Delivery/Submission:** Offerors shall submit only one (1) offer in response to this RFP. Therefore, the Offeror's submission should demonstrate the optimal capability in response to the requirements. Offers shall be hand-carried or mailed and received at the following location by **2:00 p.m. Hawaii Standard Time (HST), November 16, 2017**:

Commanding Officer, Marine Corps Base Hawaii
Attn: Ms. Eileen Keating Carnaggio
Regional Contracting Office Hawaii
2nd Street, Building 209
Marine Corps Base Hawaii
Kaneohe Bay, HI 96863-3063
(808) 257-1158

Offerors are advised that proposals sent by conventional US Mail service are not routed directly to the above address. Therefore, the possibility that a proposal will not comply with the stated closing date/time exists; in such case the proposal will be considered a "late submission." Offerors who choose to send their submission via the US Postal Service (USPS) should address their proposals to Box 63063 rather than the street and building number. The physical address specified above should be utilized for delivery in person and mailing by an express mail service such as FedEx and UPS.

(b) **Questions: All questions shall be submitted, in writing via e-mail, to Ms. Eileen Keating Carnaggio, at** eileen.carnaggio@usmc.mil **by 2 PM, HST, no later than Oct 13, 2017.** The Government does not anticipate extending the due date for receipt of proposals, therefore,

review the RFP and these instructions thoroughly so all of your concerns/questions can be addressed.

(c) **Site Visit:** A site visit is scheduled for **October 5, 2017.** In order to attend the site visit, offerors must RSVP via email to Eileen Keating Carnaggio at the above stated email address NO LATER THAN **October 3rd** with the names (as they appear on Driver's License) and SSNs of those attending (Limit: 2 attendees per vendor). Only those listed in the RSVP can attend. NO substitutions. Late RSVPs will NOT be considered.

2. **Offerors shall submit the following with their proposal:**

(a) **RFP 1449 for M00318-17-R-0003**. A completed and signed copy of the SF 1449 indicating agreement to the provisions and clauses therein. All unit prices should be filled in as well as total prices.

(b) **A completed Offeror Representations and Certifications (52.212-3) and DFARS 252.212-7000**. An Offeror shall complete only paragraph (j) of FAR 52.212-3 Offeror Representations and Certifications – Commercial Items Alternate I if the Offeror has completed the annual representations and certifications electronically at http://sam.gov. If an Offeror has not completed the annual representations and certificates electronically at the SAM website, the Offeror shall complete only paragraphs (b) through (i) of this provision.

(c) **Technical Proposal.** Describe in detail how your company satisfies the technical factors and provide the below requested information per instructions.

(d) **Price Proposal** per instructions below.

(e) **Acknowledgement** of all solicitation amendments.

3. **Format.** Offerors shall prepare and submit their response to the solicitation as set forth in Table 1. The titles and contents of the sections are defined in Table 1 of this document, all of which shall be within the required page limits (including all attachments, figures, etc.) and with the number of copies specified in the table. An electronic copy of all documents (technical and price) shall also be submitted on a single (1) CD-ROM. Proposals shall be prepared using "Arial" or "Times New Roman" 11-point font style on 8½ x 11 inch white paper. Tables and illustrations may use a reduced font style, not less than 8 points. Foldouts are not allowed. Margins shall be one (1) inch on all sides. All material submitted may be single-spaced. Offerors should ensure that each page of the original proposal provides identification of the submitting Offeror in the header or footer. The "original" folder shall be marked "ORIGINAL." The prices should be in a separate folder. Each volume of the quote shall be separately bound and include a cover sheet, clearly marked as to solicitation number, volume number, title of Acquisition and the Offeror's name. IAW FAR Subpart 4.8, the Government will retain one copy of all submissions.

Table 1 – Required Format for Proposal

Volume	Title	Maximum Number of pages	Hard copies	Format for document on CD-ROM
I	Technical Proposal	50	1 Original and 3 copies	MS Word or pdf
II	Price/Business Proposal	As required	1 Original	MS Excel spreadsheet

4. **Volume I: Technical Proposal Submission:** The Offerors shall submit one original and 3 printed versions. The CD-ROM shall accompany the original.

Offerors are expected to present their proposal in a thorough yet clear and concise manner with sufficient detail for effective evaluation and for substantiating the validity of stated claims. Offerors shall assume that the Government has no prior knowledge of their abilities and products and will base its evaluation on the information presented in the offeror's proposal. Submission of offers which are unnecessarily verbose, unclear, disorganized, or difficult to understand, may result in unfavorable consideration.
Offeror's responses to the factors will be evaluated against the evaluation criteria defined in the Evaluation Criteria section of the RFP.

5. **Volume I - Technical Proposal Content:**

The Technical volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity and coherence are very important. The Technical volume will be evaluated against the evaluation factors defined in Evaluation Factors for Award. The Technical volume should not simply rephrase or restate the Government's requirements; the volume shall provide convincing rationale to address how the offeror intends to meet the Government's requirements. Statements such as "the offeror understands, can, or will comply with the PWS," (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable and will negatively impact the offerors rating. Offerors shall assume that the Government has no prior knowledge of their capabilities and experience, and will base its evaluation on the information presented in the offeror's Proposal. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired. **Volume I must not include pricing information.**

6. **Volume I – Technical Proposal Organization.** The Technical Proposal volume shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the PWS. The Technical volume shall be organized according to the following general outline:

- TAB A - Exceptions/Assumptions (Identification and explanation of any exceptions or deviations. Additionally, identify any assumptions used in preparing the response)
- TAB B – Technical Factors
- TAB B1 – Sub-factor 1: Corporate Experience
- TAB B2 – Sub-factor 2: Management Plan
- TAB B3 – Sub-factor 3: Quality Control Plan
- TAB B4 – Sub-factor 4: Food Service Operations Plan
- TAB B5 – Sub-factor 5: Staffing and Transition Plan

7. **Volume I Technical Factors –** The technical proposal shall include, at a minimum, the following information.

TAB B1 – Corporate Experience. Recent relevant corporate experience shall be discussed for all Prime and subcontractors proposed to support this contract. This section shall include the following: At the corporate level, provide information regarding any relevant technical experience acquired within **the last 5 years from date of solicitation issuance (September 25, 2017).** providing services that are the same as, or similar to, the scope, magnitude, and complexity of the work described in this solicitation, that will enable successful execution of the proposed approach and satisfy the requirements of the PWS. Provide a description of the project(s) in which relevant technical experience was obtained. Specifically address

experience as indicated in the evaluation section of this solicitation. Offerors shall include the dates of performance for this experience, the contract number, the name of the customer along with contact phone number and email address, the dollar value, the size of the contract action, and what type of contract vehicle (Cost, Firm Fixed Price, etc.) and a detailed description of the services performed. A table may be used to delineate technical experience. In addition to evaluating corporate experience, the information provided in this section will support the evaluation past performance (see Evaluation section of solicitation). NOTE: This is a go/no-go factor. Therefore, it is extremely important to provide the requested information in sufficient detail to properly evaluation this sub-factor.

TAB B2 – Management Plan – Address how the Offeror will provide management support and meet all requirements of the contract. Provide a narrative describing the approach to management and oversight of the mess attendant and maintenance personnel for MCBH. The narrative should address the Offeror's management objective and how the Offeror will achieve successful performance of this contract. Explain the methods, processes, and techniques that will be used to accomplish the requirements of the contract, what tasks will be performed to fulfill the requirements, any means put in place to correct performance issues, and describe the resources to be used to complete those tasks.

TAB B3 – Quality Control Plan – Explain how the offeror will measure, assess and control the quality of the work performed on all aspects of this contract. At a minimum, address each metric in the Performance Requirements Summary, and provide any metrics/measures specific to internal processes. The QCP shall also, include:

a) Approach and procedures for evaluating and ensuring quality in each of the major service areas (e.g., food preparation, meal accounting, cash handling, safety, sanitation), communicating with the Government resolving deficiencies, and identifying potential improvements.
b) Internal review process including who will perform the review, the frequency, the method, and a listing of the services under review.
c) How inspection will be conducted, e.g., random, visual, customer complaint, etc.
d) Method of identifying deficiencies in the quality of services performed and taking corrective action before the level of performance becomes unsatisfactory.

TAB B4 – Food Service Operations Plan – Describe how the plan will achieve the Marine Corps' objectives as stated in the PWS. The Food Service Operations Plan shall include the following:

a) **Food Service Preparation, Cooking and Serving:** Describe the plan for preparing, cooking, and serving meals required under this contract. Describe the use of advanced and/or innovative cooking methods and techniques (if applicable) and management processes, methods, and techniques for food preparation, food service, the use of bulk food cooking methods (if applicable), Take-Out meal approach and methods.
b) **Meal Accounting and Cash Handling:** Describe the plan for managing the meal accounting process, accurately accounting for meals, and accurately accounting for cash paid for meals. Delineate the management processes and methods that shall be used and the management required to support this requirement.
c) **Food Safety and Sanitation:** Describe the methods, processes, procedures and tasks to ensure that food safety and sanitation requirements stipulated in the contract are met.
d) **Food Preparation Serving Equipment (FPSE) Maintenance:** Describe the specific management methods, processes, and controls the Offeror will employ to ensure that the contract FPSE maintenance requirements are achieved.

e) **Surge management:** Describe the services required to handle situations where food service operations are impacted by a surge, or surge-like conditions. Describe the management processes, procedures, and techniques that the Offeror will employ to meet the requirements of the contract in the event of surge conditions.

f) **Contingency Management:** Describe services where food service operations are directly or indirectly impacted by a contingency situation, such as a fire, flood, earthquake, hurricane, or labor strike. Describe the management processes, procedures and techniques necessary to meet the requirements of this contract during a contingency situation.

g) **Marine Corps Food Management Information System (MCFMIS) Food Ordering, Receiving, Accountability, Issuing, and Inventory:** Describe the methods, processes, procedures and tasks to ensure that these requirements are met.

TAB B5 - Staffing and Transition Plan. This section must demonstrate the intended methodology for obtaining and maintaining the skills needed in performance of the PWS. The document must include the methodology used to determine the type, number of personnel proposed, and the level-of-effort proposed. The staffing approach shall include the following making sure to address the evaluation sub-factor 5:

(a) Describe and demonstrate the approach to ensuring that the personnel obtained or hired and retained are qualified with the requisite knowledge, skills, and training to successfully execute the task areas set forth in the PWS to include deploying contractor employees to the OCONUS location of Hawaii.

(b) Identify the personnel proposed and explain why they are best qualified to accomplish the PWS in addressing knowledge, skills, education, and experience requirements.

(c) If the use of any incumbent personnel are part of the staffing approach, explain process/procedures to be used to successfully recruit incumbent personnel.

(d) Discuss start-up/transition and demonstrate the ability to be fully staffed and operational by the start date of the contract, to include contract manager requirements and personnel with the ability to obtain proper background checks.

(e) Discuss the procedures that will be used to establish and retain a workforce sufficient to satisfy the requirements of the PWS, over the entire period of performance.

(f) Discuss how to accommodate fluctuating workloads, minimize turnover, and retain qualified personnel while demonstrating the capability to meet and sustain the personnel resources as needed to successfully perform the PWS, including the ability to backfill personnel within 2 weeks.

8. **Volume II – Price Proposal.** Offerors are required to complete and submit Fixed Prices per the Standard Form 1449 Continuation Sheet, Contract Line Item Number (CLIN). The unit prices shall include all costs to provide for the services contained in the PWS. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for the receipt of the proposals, unless another time period is specified in an amendment to the solicitation. The offeror shall include totals for each CLIN, the base period, each option, and overall total.

The proposal shall provide supplemental pricing information that supports the proposed CLIN prices by showing how the prices were derived. Failure to follow the below instructions may result in the offeror's proposal being deemed unacceptable by the Government. The Price Volume shall be organized as follows and contain the identified information.

TAB A – EXCEPTIONS/ASSUMPTIONS. The contractor shall identify and explain any exceptions or deviations in preparing the Price Proposal.

TAB B – SCHEDULE.
1) The contractor shall acknowledge any amendments to the solicitation, if applicable, at the beginning of this section.
2) The pricing schedule in Section B of the solicitation shall be submitted fully completed.
3) The offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your offer and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB C –SUPPLEMENTAL PRICING INFORMATION.
The proposal shall provide supplemental pricing information that supports the proposed CLIN prices in the Schedule by showing how the prices were derived. A complete and detailed price/cost breakdown with all supporting documentation shall be submitted. The price/cost proposal shall support the Non-price proposal. The price/cost proposal shall include all elements of cost and such other cost information as considered appropriate to support the offeror's proposal. The cost and pricing information shall be completed in accordance with the following:

(a) Separate cost and pricing information shall be submitted for each time period specified in the pricing pages of the solicitation.
(b) Supporting data including labor rates and hours, burden rates, material lists and costs, travel charges, and "other direct costs" used in developing the price/cost breakdown shall be furnished. The supporting data for "other direct costs" shall include an itemization of those costs and an explanation and justification for each cost so itemized.
(c) Since this solicitation and resultant contract are subject to the Service Contract Act (SCA), offerors shall use the prevailing Wage Determination (WD)/Collective Bargaining Agreement (CBA) rates when establishing direct labor rates in their cost/price proposals. WD rates shall not be escalated for option periods as changes to these rates as determined by the Department of Labor will be made in accordance with Federal Acquisition Regulation (FAR) clause 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts).
(d) Any and all subcontracts identified in the Non-price proposal shall be identified and priced in the price/cost proposal. Subcontracts (regardless of dollar value) shall be adequately documented. Subcontractor price/cost breakdowns may be submitted in separate sealed envelopes if necessary.

Additional Data. Data beyond what is stated in these instructions are not required and shall not be submitted unless it is essential to document or support the Offeror's price quote. All information relating to the proposed price including required supporting documentation must be included in the section of the proposal designated as the Price Proposal. Under no circumstances shall this information and documentation be included elsewhere in the proposal.

ADDENDUM TO 52.212-2

ADDENDUM TO FAR 52.212-2 EVALUATION —Commercial Items (Oct 2014)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Evaluation Factors and Basis of Award
Basis for Award

1. The Government intends to award a single contract resulting from this solicitation. Award of the contract will be based on an integrated assessment of the proposal and award will be made to the Offeror whose proposal is determined to provide the best value to the Government, who is deemed responsible in accordance with the FAR,

as supplemented, and whose Proposal conforms to the solicitation's requirements (to include all stated terms, conditions, and all other information required by the solicitation). Within the best value continuum, the Government will employ a price/technical tradeoff analysis of price and non-price factors. In evaluating tradeoffs, the non-price factors, when combined, are approximately equal in importance to price. As non-price factors become closer in perceived value, price will become more important. Tradeoff analysis may result in the determination that it is in the best interest of the Government to consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror.

Randolph-Sheppard Act Priority –

Offerors are advised that the Randolph-Sheppard Act (20 USC 107d-3[e]) applies to this acquisition for the operation of a military dining facility. The solicitation is a competitive 8(a) set-aside, but also permits an SLA, which is not an 8(a) business concern, to participate in the procurement. The priority embodied in the Randolph-Sheppard Act (R-SA) takes precedence over the 8(a) preference. In accordance with the revised rules of the Department of Education, 34 CFR 395.33 – Vending Facility Program for the Blind on Federal Property, Sec. 395.33, in addition to the other source selection factors set out in this solicitation, the Government will give priority to an SLA for award of the contract upon receipt of final proposal revisions (or upon initial proposals if award is made without discussions), if the SLA has submitted a proposal that:

(1) demonstrates that the SLA can provide such services at a fair and reasonable price, with food of a high quality comparable to that available from other providers; and

(2) is among the highly ranked final proposal revisions after discussions with all offerors (or upon initial proposals if award is made without discussions), with a reasonable chance of being selected for award using the best value trade-off method, as determined by the contracting officer after applying its source selection criteria contained in the solicitation.

This notice is not designed to discourage competition from 8(a) small business concerns. This merely serves as notice that the required priority will be applied. The SLA will be required to provide a subcontracting plan to afford small businesses an opportunity to perform aspects of the requirement should the SLA receive the award. Should an 8(a) small business concern receive an award, the limitation on subcontracting clause will apply.

2. Responses that fail to address all the requirements set forth in the solicitation and PWS will be rejected.

3. **Technical Evaluation -** The technical evaluator(s) will evaluate the technical portion of the proposal IAW the sub-factors below:

    1) Corporate Experience
    2) Management Plan
    3) Quality Control Plan
    4) Food Service Operations Plan
    5) Staffing and Transition Plan

4. **Technical Sub-factor Evaluation Descriptions:**

    Sub-factor 1: Corporate Experience – The offeror must have at least 5 years of recent experience as a prime or a subcontractor in providing Mess Hall Management and Attendant services in a Military setting that is similar to the size, scope and complexity as described in the PWS. In order to be considered recent, the experience must have occurred within the last 5 years from solicitation issuance date.
    NOTE: *This Sub-factor is a go/no-go factor and will be evaluated first. If the offeror does not rate "Acceptable" or higher on this factor, the proposal will not be evaluated further and will not be further considered for award of the contract.*

Sub-factor 2: Management Plan – Offeror's approach to managing the MCBH Food Service Program in accordance with the PWS will be evaluated. In particular, the Government will evaluate the methods, processes, resources and techniques that will be used to accomplish the requirements of the PWS. The Government will evaluate the offeror's plan for managing the work to ensure that all requirements of the PWS and the contract clauses will be met.

Sub-factor 3: Quality Control Plan – Quality Control plan will be evaluated for its ability to achieve the performance objectives within the operating constraints as described in the PWS. The completeness, feasibility of approaches and risk will be evaluated. In particular, the QCP will be evaluated on the following:

a) Approach and procedures for evaluating and ensuring quality in each of the major service areas (e.g., food preparation, meal accounting, cash handling, safety, sanitation), communicating with the Government resolving deficiencies, and identifying potential improvements.
b) Internal review process including who will perform the review, the frequency, the method, and a listing of the services under review.
c) How inspection will be conducted, e.g., random, visual, customer complaint, etc.
d) Method of identifying deficiencies in the quality of services performed and taking corrective action before the level of performance becomes unsatisfactory.

Sub-factor 4: Food Service Operations Plan - The following areas will be evaluated for quality and evidence that the Food Service Operations Plan will achieve the objectives described in the PWS:

a) Food Preparation, Cooking and Serving
b) Meal Accounting and Cash Handling
c) Food Safety and Sanitation
d) FPSE Maintenance
e) Surge Management
f) Contingency Management
g) Marine Corps Food Management Information System (MCFMIS) Food Ordering, Receiving, Accountability, Issuing, and Inventory.

Sub-factor 5: Staffing and Transition Plan – Plan must be able to achieve all performance objectives, within the operating constraints as describe in the PWS. Offeror will be evaluated for ability to provide full staffing, the duration of start-up and transition, completeness, feasibility of approach, and risks. Plans that reflect a realistic, yet expeditious assumption of contracted responsibilities will be viewed more favorably.

5. **Relative Importance of Technical Sub-factors in determining overall technical rating** - Sub-factor 1 is more important than each of the indidual sub-factors 2,3,4, and 5. Sub-factors 2-5 are equally important. Each technical sub-factor will be evaluated as Unacceptable, Marginal, Acceptable, Good or Outstanding as supported by documented proposal strengths, weaknesses, significant weaknesses, deficiencies, risks and/or omissions. Then the offerors will receive an overall technical proposal rating of Unacceptable, Marginal, Acceptable, Good or Outstanding. **NOTE:** If any Sub-factor is rated as Unacceptable, the entire Technical Proposal will be rated as Unacceptable. Only those offerors with an overall combined technical rating of Acceptable, Good or Outstanding will be evaluated further and will be further considered for award.

6. **Past Performance -** Only Offers that were determined to be at least Acceptable on the Technical Factors combined will be evaluated for past performance. The offeror will be evaluated on how well they performed on previous contracts determined to be similar in size scope and complexity and performed within the last 5 years from solicitation issuance date. A past performance confidence rating will be assigned. Offeror's past performance confidence rating will be determined on the basis of quality of service provided, timeliness of performance, effectiveness of management, customer satisfaction and overall performance. Only recent/relevant experience (as defined in the corporate experience evaluation technical sub-factor) will be evaluated for past performance. The Past Performance Information Retrieval System (PPIRS) shall serve as a source of information when evaluating the Offeror's relevant past performance. In addition, the Contracting Officer reserves the right to evaluate present and past performance information through the use of: questionnaires completed by an Offeror's references submitted under the corporate experience technical sub-

factor; data independently obtained from other sources; personal business experience with the Offeror; and any other information. If No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on the factor of past performance.

7. **Price -** Price is equally important to the Non-price factors. Only those offers found to be at least technically acceptable will be evaluated for price reasonableness. Price will be evaluated for reasonableness and completeness including all options periods. Pricing of contract line item numbers (CLINs) and total prices will be evaluated for price reasonableness using price analysis techniques in FAR15.404-1(b). If necessary to determine reasonableness, a cost analysis will be conducted.

   Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, first option, second option, third option, fourth option, and one-half of the fourth option. Offerors are required only to price the base and four options. Offerors shall not submit a price for the potential one-half year extension of services period.

   The Contracting Officer will make an overall rating for the Price as either Reasonable or Unreasonable.

PWS

Performance Work Statement (PWS)
Management and Mess Hall
Attendant (M&MA) Services for Marine Corps Base Hawaii (MCBH)

1. Vision Statement
To remain responsive to Marines needs for high-quality and nutritious meals.

1.1 Introduction
The contractor shall effectively plan, develop and execute a cost-effective Marine Corps Base Hawaii, Kaneohe Bay Food Service program while maintaining occupational proficiency for food service Marines (MOS 3381).

1.2 Mission
Safely serve fresh nutritious, wholesome, quality meals while complying with the Marine Corps expanding diversity of ethnic, cultural and nutritional requirements for our warfighter.

1.3 Background
The Director, Headquarters United States Marine Corps (USMC), Food Service and Subsistence Program is responsible for the overall food service operations for the Marine Corps.

The Contracting Officer (KO) will have overall contractual authority to the maximum extent practicable, consistent with law.

The Contracting Officers Representative (COR) and Technical Representative (TR) will function as the Installation Contracting Officer Representatives respectively.

The Quality Assurance Evaluator (QAE) will be tasked to assess and monitor contract performance.

The Installation Food Service Officer (FSO) or official designee will continue to function as a special staff officer within the military chain of command, advising commanders and coordinating efforts on all matters pertaining to MCBH Management and Mess Hall Attendant (M&MA) Services.

1.4 Scope

There are seven primary goals of the Marine Corps Base Hawaii, Management and Mess Hall Attendant (M &MA) Services Contract:

Goal 1. Provide high quality meals that meet or exceed the nutritional requirements in accordance with Fueled to Fight (F2F), and Marine Corps Base Hawaii Master Menu.
Goal 2. Provide meals that are prepared in accordance with (IAW) food safety standards.
Goal 3. Provide meals in a clean and pleasant establishment.
Goal 4. Provide meals in a timely fashion.
Goal 5. Provide capable and responsive food service and facility management.
Goal 6. Provide sustainment of Government Furnished Property.
Goal 7. Provide a training platform to Food Service Marines assigned to Management and Mess Attendant (M&MA) Mess Halls.

2. General Requirements

The base period of performance for Marine Corps Base Hawaii, Food Service Contract shall begin 01 March 2018 through 28 February 2019 with four option years.

The Contractor shall provide all management, personnel, tools, and supervision necessary to perform management, administrators, inventory control, ordering control, food preparation, mess attendant, food service workers, food preparation and serving equipment maintenance and repair, motor vehicle operation, cashiers at facilities associated within the Marine Corps Base Hawaii Food Service Program as defined in this Contract.
The Contractor shall perform to all standards and requirements described at the food service facilities listed herein.

A brief explanation of the various types of services required under this contract is listed below.

(1) Administrative Support and Clerical:
-Administrative Assistant (Technical Representative and Project Manager)
-Accounting Clerk II (Marine Corps Food Management Information System ((MCFMIS))/Point of Sale ((POS)) administrator)
-Accounting Clerk II (STORES Web/ SABRS administrator)
-Orders Clerk I (Common Logistics Command and Control ((CLC2S)) Orders Clerk/ PR Builder Orders Clerk)
-Secretary I

(2) Food Preparation and Mess Attendant Services:
-Baker
-Cook I
-Cook II
-Dishwasher
-Mess Attendants
-Food Service Worker

(3) General Services and Support Occupations:
-Janitor
-Laborer, Ground Maintenance
-Window Cleaner

(4) Landry, Dry-Cleaning, and Pressing:
-Presser, Machine, Wearing Apparel, Laundry

(5) Materials Handling and Packing:

-Store Worker I (Storeroom/Property/PR builder)

(6) Mechanics and Maintenance and Repair: (Food Preparation and Serving Equipment Maintenance and Repair)
-Electronics Technician Maintenance I
-General Maintenance Worker

(7) Transportation/Mobile Equipment:
-Truck driver, Light

(8) Miscellaneous:
-Cashier

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Marine Corps Food Management Information Systems (MCFMIS) such as: Production Worksheet, Menu Scaled Recipe, Issues, Issue Summary, Pull Sheet, Menu Scaled Ingredient Labels, Post Meal Counts, Food Items and Recipe, and Daily Coat Analysis.

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Department of Defense Single Stock Point for Military Specifications, Standards and Related Publications (DODSSP) Collection such as: Custodian Asset Report (CAR), Custodian Inventory Report (CIR), Mess Hall Equipment Replacement Record (MERR), National Stock Number (NSN), and Minor Property Report.

2.1. Non-Personal Services
The Government will neither supervise contractor employees nor control the method by which the contractor performs the required work under this contract. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the KO immediately.

2.2. Business Relations
The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3. Contract Administration and Management
Contractor managerial functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional-style food service establishments.

Contractors will perform their duties alongside of military food service personnel. The Contractor shall comply with the Marine Corps Base Hawaii Master Menu and authorized changes, MCO P1011.42B (Armed forces Recipe Service), The Marine Corps Food Management and Information System (MCFMIS) and all authorized changes made by the Installation Food Service Officer/Food Technician. All food prepared in the food service facilities shall be prepared and stored in accordance with provisions contained in NAVMED P5010-1, Tri-Service Food Code (TSFC).

2.3.1. Contract Management
The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between TR and the contractor's corporate offices. Additionally, the contractor must maintain continuity between the support operations at local installations and the contractor's regional and/or district offices.

2.3.2. Contract Administration
The contractor shall establish processes and assign appropriate resources to effectively administer requirements. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support the Marine Corps Base, Kaneohe Bay Food Service Contract. The contractor shall assign work effort and retain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3. Personnel Administration
The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make all necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract requirements both on and off site. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.3.4. Right of First Refusal
Upon award of the contract, the contractor and its subcontractors are required to offer those service employees that are employed under the predecessor contract, and whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. Therefore, the contractor shall comply with the Non-displacement of Qualified Workers clause 52.222-17 in this contract.

2.3.5. Insurance
Within 15 calendar days after award, the Contractor shall furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts not less than the minimums specified below and in accordance with the FAR 52.228-5, insurance – work on a government installation clause. This insurance must be maintained during the entire performance period.

The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

- Comprehensive General Liability: $1 million per occurrence.
- Automobile Liability: $200K per person, $500K per occurrence for bodily injury, $20K per occurrence for property damage.
- Employee's Liability Coverage: $100K, expect in states where workers' compensation may not be written by private carriers.
- Worker's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
- Liability to Third Persons: in the amount of $1 million per claimant and $2 million per incident.
- Other as required by State Law.

2.4. Subcontract Management
The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors shall add subcontractors to their team after receiving consent from the KO. Cross teaming may or may not be permitted.

2.4.1 Medical Requirements
The Contractor shall ensure that all personnel have a current Medical Certificate (DD form 2971) prior to starting work. All Contractor personnel shall be examined for evidence of tuberculosis. The medical screening shall be in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC), all forms will be maintained by the Contractor in accordance with Health Insurance Portability and Accountably Act (HIPAA) and the privacy act. The Contractor

shall keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of their DD form 2971.

2.4.2. Contract Employee Health

The Contractor shall comply with requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC). The Government reserves the right to remove or direct the Contractor to remove any employee that the Government believes may have a communicable disease. Removal of a contract employee because the employee may have a communicable disease shall not relieve the Contractor from responsibility to perform under this contract.

2.4.3. Emergency Medical Care

Only Emergency medical care is available at the Navel Regional Medical Clinic to the Contractor employees who require immediate medical treatment resulting from on-the-job injury. The Government on a reimbursable basis will provide emergency medical transportation to a community medical facility. Cost and reimbursement policy will be rendered by the KO.

The Contractor shall immediately report an occurrence of a job-related injury. The Contractor shall prepare an accident report and forward the original and one copy to the COR/ACOR within 4 hours.

2.5. Contractor Personnel

The Contractor shall provide an on-site Project Manager to be responsible for performance of the work. The Project Manager shall be on-site at least 70% of the operational time. In the absence of the supervisor, a lead worker shall be placed in charge and shall have supervision as his primary function during the times he is in charge.

During Mess hall operating hours, the Project Manager or Alternate shall be available to meet with the COR. at the mess hall, within 60 minutes of a call to meet. After close of the mess hall for the day, the Project Manager shall be available within 2 hours for discussions.

2.5.1. Conduct, Conflicts of Interest, and Other Issues

Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
The Contractor shall remove immediately from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

The Contractor shall employee professionally and technically qualified personnel to perform the work specified and to ensure that the quality of services performed meet the performance standards specified.

The Contractor shall not employ off-duty quality assurance personnel or any individual who has received a persona non grata, nor any person who is an employee of the United States Government, when employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Department of Defense, Military or Civilian. The Contractor shall not employ family members of Military food service personnel assigned or near the vicinity of the Food Service Facilities.

The Contractor is cautioned that off-duty/active personnel hired under this contract may be subject to permanent change of station orders, change in duty hours, or deployments, which could have an impact upon his/her staffing. Military Reservists and National Guard members may be subject to recall for active duty. Their absences at any time shall not constitute an acceptable excuse for non-performance under this contract.

A strike by the Contractor's employees does not constitute justification for non-performance of any part of this contract.

2.5.2. Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined by the Wage Determination List under the Department of Labor, labor rates, and man-hours utilized in the execution

of the Performance Work Statement (PWS) line items issued hereunder will be the minimum necessary to accomplish the work. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

The use of alcoholic beverages and illegal drugs, or incapacitating agents while on duty, is strictly forbidden. The contractor shall immediately remove and replace employees who are under the influence of such substances without causing a disruption in services.

2.6 Capable and Responsive Management and Staffing

The Contractor shall provide all requisite management resources and staffing needed to accomplish the work delineated in this PWS. Anticipating and planning for changes in the work environment, including changes in the demand for meals or other food services is a fundamental part of this management requirement.

2.6.1 Staffing Requirements

The contractor shall provide all staffing required to accomplish the work described in the PWS. The following are the minimum requirements for staffing. The contractor has the discretion to decide to provide additional staffing beyond what is listed below at no additional cost to the Government in order to meet the requirements of the PWS.

Required Jobs: Key Billets

-Project Manager (a person in charge of Mess Hall Operations and employees working under the company). It is mandatory for 1 full-time person to hold this position.
-MCFMIS Operator- places subsistence orders please see Section 5 on page 60 of the original solicitation. It is mandatory for 1 full-time person to hold this position.
- Production Chef (aka Head Chef/Executive Chef). It is mandatory for 1 full-time person to hold this position.
- Cooks I/II- enough to support the meals listed in 3.2 page 52. It is mandatory to have a minimum of 16 full-time personnel to hold these positions.
- Bakers- enough to support all meal listed in 3.2 page 52. It is mandatory to have a minimum of 3 full-time personnel to hold these positions.
- Maintenance Technicians- Works on all food service equipment in the facility. It is mandatory to have a minimum of 2 full-time personnel to hold these positions. Tasks may include and be combined with the requirements for the electrical maintenance and light truck driving duties.
- Accounting Clerk- STORES WEB/SABRS; Orders Clerk- PR Builder/CLC2S; and Secretarial duties. ,Iit is mandatory to have a minimum of 2 full-time personnel to fulfill these positions/responsibilities/duties.
-Cashiers. It is mandatory to have a minimum of 5 full-time personnel to hold these positions.
-Food Sanitation Specialist. It is mandatory to have a minimum of 41 total full-time personnel to fulfill these positions. These positions have the following job responsibilities/duties: Mess Attendant duties; Food Service Work duties; Janitorial duties; Window cleaning duties; Store Worker duties in the Storeroom (it is mandatory to have a minimum of 3 of the 41 full-time personnel assigned to this duty); Store Work duties in the Property room (it is mandatory to have a minimum of 2 of the 41 full-time personnel assigned to these duties; and Dishwashing duties (it is mandatory to have a minimum of 6 of the 41 full-time personnel assigned to this duty). Please note 3 dishwashers are required per scullery, and 2 scullery's are to be manned for all shifts with a 3rd scullery available for over-flow as needed.

2.6.1.1 Qualifications Requirements

The Contractor shall furnish, with the initial proposal, the names of the key personnel hired to perform work under this contract. The names are to be accompanied by a brief personal history statement including, but not limited to, a record of employment covering the immediately preceding year and other mess attendant related jobs.

b. Must possess the following experience, at a minimum:

1. The Project Manager: shall, within the past 10 years, have 8 years' experience; consisting of a minimum of 5 years supervisory experience, and 5 years management experience in volume food service providing complete meal

service. The project manager must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 10 years and pay grade of E-9, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed Project Manager is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 10 years must have been in a supervisory status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

(2). Marine Corps Food Service Information System (MCFMIS) Operator shall, within the past 10 years, have 5 years' experience; consisting of a minimum of 5 years supervisory experience, and 3 years management experience in volume food service providing complete meal service. The MCFMIS operator must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 6 years and grade of E-6, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed MCFMIS Operator is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 3 years must have been in a status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

3. Production Chef – is the Head Chef/Executive Chef in Charge of all the areas production schedules, employees, and number of cooks assigned to include the Snack Line and Satellite Facility: Shall, within the past 10 years, have 5 years' experience in complete orders from steam tables, placing food on plates and serving customers at counters. Have grilled and garnished hamburgers or other meats such as steaks and chops. Grilled, cooked, and fried foods such as french fries, eggs, and pancakes. Perform simple food preparation work such as making sandwiches, carving meats, and brewing coffee. Take orders from customers and cooked foods requiring short preparation times, according to customer requirements. Clean food preparation equipment, work areas, and counters or tables. Also, possess knowledge in preparation of hot food items using sautéing, roasting and baking skills and performing work such as volume preparation of soups, salads, gravies and other foods constituting a snack line item. Possess knowledge of progressive cookery and high standard of quality for preparation and service of food.

(a) Military food experience at a minimum with 4 years and pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of the Production Chiefs to the Contracting Officer via the COR/ACOR within two (2) days after start of employment. It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in the position shall be identified (complete name resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of the any personnel changes.

4. Cook: Shall, within the past 5 years, have 3 years' experience functioning in every aspect of introductory food preparation, storage, cooking, baking, knife skills, weighing and measuring, production methods, presentation standards, garnishing techniques and serving. Qualifications required include basic skills in math and reading, ability to follow recipes, communicate, and work closely with others.

(a) Military food service experience at a minimum have 3 years in pay grade of E-5 or below may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of cooks to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

5. Bakers: Shall have, within the past 10 years, 5 years' experience in volume preparation of baking goods. Must possess the ability to prepare breads, rolls, muffins, cookies, pies cakes, doughnuts, biscuits, and other pastries, including icings and frostings, according to established recipes. Prepares components, gelatins, custards, meat pies, fillings, and other finishes as required. Ability to prepare all types of baked goods. Cleans and maintains work areas, utensils, and equipment. (Experience shall include but not limited to pies, cakes, breads, rolls, biscuits, sweet rolls, doughnuts, icings, sauces, glazes, puddings, and gelatin products.)

(a) Military food service experience at a minimum have 5 years in pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of bakers to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

6. Maintenance Technician: Will fall under the purview of the contractor project manager. Repairman, in coordination with the Responsible Officer and Property Chief, will perform his/her duties alongside military food service personnel. The Contractor shall comply with the MCO P4450.7E Marine Corps Warehousing and authorized changes. All equipment maintenance in the mess hall shall be in accordance with provisions contained in Marine Corps Safety Program, OSHA and technical manual requirements.

(a) Must possess the following experience, at a minimum: 3-5 years' experience required; Ability to work a flexible work schedule, including weekends and holidays; Demonstrated knowledge of electrical and mechanical systems and instruments; Proficient use of basic electrical and mechanical troubleshooting instruments; Ability to read and understand warning and instruction labels; Follow written and oral instructions; Familiar with various welding techniques and procedures; and Food industry experiences a plus.

(b) The contractor shall submit the name and detailed resume of service repairman to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

2.6.1.1 KEY PERSONNEL

The personnel listed below are considered essential to the work being performed hereunder. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer 15 working days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. No change in personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. However, in urgent situations, as determined or agreed to by the Contracting Officer, an oral request to substitute key personnel may be approved and subsequently ratified by the Contracting Officer in writing. Such ratification

shall constitute the consent of the Contracting Officer required by this paragraph. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on the substitution(s). In the event the proposed substitution of key personnel does not meet or exceed the education, experience, and other technical requirements of the personnel being replaced, the Government reserves the right to require continued performance of previously approved key personnel or to require substitution of acceptable replacements for the individuals specified below. The key personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator
TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cooks
TBD at time of award of contract	Bakers
TBD at time of award of contract	Maintenance Technician

2.6.2 Contractor Manpower Reporting Language for Contract Performance Work Statements
"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Food Services via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/"

2.6.3. Employee Breaks
Employee breaks (rest periods) shall not be taken during the periods of meal preparation, serving, or post meal periods without the approval of the Project Manager. Breaks shall be taken in designated areas only. Contract employee's breaks shall not interfere with contract employees performing services.

Contractor employees shall not loiter, congregate or sleep, in working or patron areas.

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

2.6.5. Contractor Personnel Meals
Personnel who are employed in the food service facilities under this contract may purchase meal while on duty and up to 30 minutes before or after their shift. The Contractor personnel dinning times shall not interfere with performance of this contract. The Standard meal portions will be available to the Contract employees. The rate charges shall be the Standard meal rate, as provided by the government in official correspondence.
The Contractor shall, before any meal consumed, pay for the meal with the cashier at the appropriate meal rate. Snacking, (consumption of food or drink without reimbursement to the government) is strictly prohibited.

Contractor employees eating Government substance at any time shall be required to pay for a complete meal. The Contractor shall develop a policy to discourage snacking. If snaking is observed, the contract employee will be charged by the period of the day in which the eating or drinking is observed. If any employee observed snacking does not have funds to pay for the meal, the Contractor shall be required to pay.

Consolidation of employee personal meals with Government food is prohibited. The Contractor shall provide a refrigerator(s) at the mess hall to store employee meals. Contract employees shall consume meals only in areas designated for eating, and at no time will the meals provided leave the facility.

2.7. Location and Hours of Work

Accomplishment of the results contained in this PWS requires work at food service facilities and other government facilities. Normal workdays for the food service facilities are Monday through Sunday to include Federal and State Holidays.

The Contractor Shall Provide Critical Management tools, labor, and transportation, necessary to perform services in:

(1) Anderson Hall, 1089 Seldon St. MCBH HI, 96863: is a full service dining facility to include carry out services.

(a) **Main Line/Specialty Bars,** (3) Serving Lines, Normal hours of operation:

Monday- Friday
- Breakfast: 0530-0730
- Lunch: 1030-1300
- Dinner: 1600-1800

Weekend &Holidays
- Breakfast Brunch: 0800-1100
- Dinner Brunch: 1500-1800

(b) **Snack Line,** (1) Serving Line

Monday-Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: 1600-1800

Weekend &Holidays
Closed

(2) Flight-Line, Bldg. 144 1st St. MCBH HI, 96863: (1) Serving line, is a convince style dining facility where all items are carry-out style. Patrons are authorized to dine-in.

Monday- Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: (as requested by the unit)
- Mid-Rations (as requested by the unit)

Weekends & Holidays
Closed

(3) Pu'uloa Range Training Facility (PRTF) Bldg. 200 MCB Ewa Beach HI, 96707: Provides a boxed/bag meals for Breakfast, Lunch, and Dinner to support training units. All boxed/bag meals will be transported from Anderson Hall to Pu'uloa Training Range Facility in a refrigerated vehicle, daily, or as range missions requires.
- Required hours: 0400- until operational training has come to a stop.

The Contractor Shall be responsible for performing all required daily listed within this contract. The services provided shall be in accordance with maintenance and sanitation standards established by federal, state, and county sanitation laws and regulations applicable to the State of Hawaii, and in accordance with provisions contained in NAVMED P-5010-1 Tri-Service Food Code (TSFC), or most current Department of Defense Order.

2.7.1. Extended Service Hours

Special and emergency situations (for example, accident and rescue operations, civil disturbances, weather warnings, base alerts) may necessitate a dining facility to operate on an extended basis of up to 24 hours per day. The contractor shall provide these services when required by the contracting officer, at the Optional Surge CLIN

prices. The Contractor shall provide these optional surge services, when requested by the KO. If this is requested orally, a written contract modification, setting forth the effort required, will be provided as soon as possible thereafter, but no later than (24) hours. The price of the additional work will be based on the hours and categories required at the loaded hourly labor rates contained in the optional surge CLINS. Optional Surge services may also be needed due to situations such as equipment failure, unscheduled power outages, and or closing of food service facilities for repairs, delays due to expected or unexpected troop movement and unanticipated extension of meal hours. These services will be used only in emergency situations.

In addition to the Optional Surge CLINS, the Contractor shall provide services during Crisis declared by the National Command Authority or Overseas Combatant Commander. Upon notification by the contracting officer, the contractor shall perform special event services (Contingencies, Operational Readiness Exercises or Inspections, Facility operations on an extended basis up to 24 hours per day, etc.) as required. The KO shall issue unilateral change order citing the authority of this provision. When performance pursuant to such an order causes an increase in the Contractor's cost to perform any portion of the work under this contract, an equitable adjustment will be negotiated

All services described under this paragraph must be approved by the KO prior to performance.

Contractor Personnel. The Contractor shall provide responsible worker personnel including management personnel to perform the duties as specified in the Performance Work Statement.

2.7.2. Rim of the Pacific (RIMPAC)

The Contractor shall provide additional Support for Anderson Hall in Support of Rim of the Pacific (RIMPAC). RIMPC, historically, is a biannual event (2018, 2020, 2022, 2024, etc...) hosted aboard Marine Corps Base (MCB) Hawaii. Multiple countries participate and are required to be supported for subsistence from Anderson Hall and such will result in increased amounts of patronage. A temporary increase in contractor support is required to support this operational readiness exercise. Assignment of support required personnel will be set forth by the Contractor and the COR/ACOR. The Government will provide the Contractor (60) days notification of RIMPAC.

Below is an example of the minimum support that will be required in support of RIMPAC:
2,500 additional force to be supported, this may fluctuate throughout the operation. The force flow of personnel will be provided to the Contractor.

Dates of Support 01 June- 31 October (training, build-up, and retrograde)
Support required: additional contracted cooks, and additional contracted mess attendants
Hours required: Full time employees, 40-hr week
Days required: Sunday-Monday, staggered schedule
Cooks will be assigned on a watch system in a way to maximize support during peak periods.

2.7.3. Strike/Contingency Plan.

Fourteen (14) days prior to the contract start date or prior to an eminent strike the Contractor shall provide to the Contracting Officer, for approval a strike contingency plan. The strike contingency plan shall include proposed procedures to notify the Government of a strike or intent to strike, plan of action to perform services outlined in the contract with minimum disruption of services to mess hall patrons, use of other personnel presently employed by the contractor, use of supervisory personnel and use of other sources of personnel.

3. Food Quality

The Contractor shall be responsible for providing consistently high quality meals that meet or exceed nutritional requirements in accordance with Fueled to Fight (F2F) color coding system at every meal. Foods shall be prepared and served in a manner that demonstrates advanced culinary skill and proficiency. Quality will be measured by the customer satisfaction ratings.

The Contractor shall prepare and store food in a way that protects it against cross contamination per the requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC).

3.1. Authorized Personnel to Subsist

The Contractor shall support all Military Personnel (meal card holders) whom are authorized to subsist at the government expenses. The enlisted members are the primary customers at all the food service facilities.

The Contractor shall support all secondary customers who are military and authorized personnel that wish to, and are granted permission to dine in the facility at their own expense.

Blanket authorization to feed civilians (i.e. federal employees, retires, dependents, guest, foreign military, etc.) is not authorized, and is contrary to congressional intent of appropriation. The Installation Commander may authorize only eligible personnel to subsist, on an exception/non-reoccurring basis. This authorization shall be forward to the Contractor at least (3) working days prior to the occasion.

The Contractor shall ensure only authorized individuals are served, per MCO 10110.14M, and current Department of Defense orders and directives.

3.2. Estimated Quantities

Estimated Meals per day. The estimated meals per day at each facility are based on (3) years of historical data. The Contractor shall provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated Quantities daily with or without the assistance of Military Cooks.

Anderson Hall, bldg. 1089: Main Line, Specialty Line, and Snack Line (Monday-Friday)

Breakfast	Lunch	Dinner
High: 700	High: 1400	High: 1250
Low: 150	Low: 200	Low: 175
Average: 450	Average: 800	Average: 750

Anderson Hall, bldg. 1089: Main Line and Specialty Line, (Weekend & Holiday(s))

Breakfast Brunch:	Dinner Brunch
High: 775	High: 1100
Low: 100	Low: 100
Average: 400	Average: 600

Flight-Line, bldg. 144: (1) Serving Line (Monday- Friday)

Breakfast:	Lunch:	Dinner/Midrats:
High: 300	High: 400	High: 300
Low: 25	Low: 50	Low: 0
Average: 160	Average: 225	Average: 20

Pu'uloa Range Training Facility (PRTF), Bldg. 200: box/bag meals (Sunday- Monday)

Breakfast:	Lunch:	Dinner:
High: 800	High: 800	High: 800
Low: 0	Low: 0	Low: 0
Average: 200	Average: 200	Average: 50

3.2.1. Additional Portion Policy

Additional servings shall be provided to patrons upon request, after the customer has consumed the previous food portions received, and rejoined the serving line. The Contractor may offer a more liberal additional portions policy at their discretion keeping within the Daily Cost Analysis.

Additional portion(s) served will be consumed in the food service facility and will not be provided in a "to-go" container.

3.3. Menu Management

Contractor shall prepare and serve meals to a minimum of the baseline meal and menu requirements in accordance with Marine Corps Base Hawaii Master Menu and Fueled to Fight (F2F) and the contractor's menu management plan. The Contractor's Menu Management Plan will be approved 15 days after award of contract.

3.3.1. Menu Posting

The Contractor shall post the menu daily at each mess hall in such a way that will serve as advertisement for current and future menus. The Contractor shall post F2F program requirements. Contractor shall post menu and prices at the entrance to the dining facility serving area for all meals during the day before the start of the breakfast meal. The Contractor shall put meal information into the computer for maintaining the menu screens.

3.3.2. Menu Choices and Options

Main-Line entrees shall be served as the primary meal. A cyclic master menu will be used in all mess halls. Main-Line and Fast-Food meal options shall not be duplicated during a meal period and shall meet the menu requirements listed in the Marine Corps Base Hawaii, Master Menu. The Contractor is encouraged to provide innovative food items and menu selections that appeal to the Marine Corps diverse demographics.

The Contractor may provide meals as either self-served, (e.g., customers serve themselves), or served by Contractor employees, keeping within the Daily Cost Analysis.

Unless specifically stated otherwise herein, Main-Line, Specialty Line, and Fast-Food meal options shall be included during all meal periods.

The Contractor shall monitor the acceptability of menu items and eliminate items with low levels of customer acceptance. Where a menu item is changed the replacement item served shall be equal to or better than the item planned per the menu in terms of food quality, nutritional value, and customer acceptability.

3.3.3. Menu Changes and Enhancements

Contractor requests for changes to master menus may be considered on a one-time, temporary, or a permanent basis. The Contractor must submit requests to the Mess Hall Manger for all menu changes. One-time or temporary menu changes are approved or disapproved by the Mess Hall Manager. Requests for permanent menu changes are approved or disapproved by the COR/ACOR.

Temporary Menu Changes shall not exceed a period of 90 calendar days. Menu changes exceeding 90 calendar days are considered a Permanent Menu Change. One-time or temporary menu change requests shall be approved or disapproved within (7) calendar days by the Mess Hall Manager.

All requests for menu changes shall be provided by the Contractor at no additional cost to the Government. Menu changes shall be reported in the Contractors Monthly Management Report.

3.3.4. Menu Substitutions

The Contractor shall manage, inventory and issue the food items proposed within the MCBH Master Menu and Contractors menu plan in quantities sufficient to feed all customers for a given meal period. In such cases where the Contractor runs out of one or more menu items, the Contractor shall replace with an item deemed equal to or greater to the item being replaced, in terms of food cost, customer acceptance, food quality and nutrition. The Contractor shall maintain copies of all menu substitution, correspondence as part of the Daily Folder as stipulated in the MCFMIS SOP.

3.4. Special Requests/Services

3.4.1. Special Holiday Meals Requirements
On the Navy Birthday, Marine Corps Birthday, Thanksgiving Day, Christmas Day, and New Year's Day, the Installation Commander may authorize the sale of holiday meals to guests of military personnel and to civilian government employees.

The Contractor shall provide sufficient personnel and extension of meal hours in order to accommodate the increase of personnel in attendance, for all Special Holiday Meals listed.

Personnel may be authorized to eat the holiday meal in the mess hall on these days at the discretion of the Installation Commander. Personnel not authorized to subsist at government expense will be charged the applicable meal prices (including surcharge, if applicable). Holiday meal rates will be charged in accordance with Marine Corps Bulletin (MCB) 10110.10

The Contractor shall provide, at their expense, appropriate decorations, for the food services facilities in conjunction with Special Holiday Meals shown in below:
Special Holidays Type of Meal Menu Date
Navy Birthday Lunch or Dinner (13 OCT)
Marine Corps Birthday Lunch or Dinner (10 November)
Thanksgiving Day Lunch, Dinner or Dinner Brunch (4th Thursday in November)
Christmas Day Lunch, Dinner or Dinner Brunch Same as Marine Corps Birthday (25 December)
New Year's Day Lunch or Dinner (Not designated 1 January)

3.4.2. Themed Meal Requirements
The Contractor shall provide themed meals to reflect the celebratory occasions. The Contractors shall provide, at their expense, appropriate decorations, for the food service facilities in conjunction with celebratory occasions listed below:

Themed Meal Type of Meal Theme Menu Date
Birthday of Martin Luther King, Jr. Lunch or Dinner Celebration of the life and accomplishments of Martin Luther King, Jr. (Not designated, Third Monday in January)
African-American History Month Lunch or Dinner African-American Heritage (Not designated Month of February)
Women's History Month Lunch or Dinner Women's Heritage (Not designated Month of March)
Days of Remembrance Lunch or Dinner Remembering victims of the Holocaust (Not designated April or May)
Asian Pacific Heritage Month Lunch or Dinner Asian Pacific Heritage (Not designated Month of May)
Women's Equality Day Lunch or Dinner Women's Heritage (Not designated 26 August)
National Hispanic Heritage Month Lunch or Dinner Hispanic Heritage (Not designated 15 September 15 October)
Native American Heritage Month Lunch or Dinner Native American Heritage (Not designated Month of November)

3.4.3. Mess Deck Support
The Contractor shall provide mess deck requests and coordinate schedules to ensure there is no double booking for the specialty deck side. The Contractor shall set up and tear down the tables and serving areas in order to meet the unit's request. If the number of personnel exceed 60 PAX the contractor shall open an additional scullery.

3.4.4. Recreational Meals Requirements
The Contractor shall provide Recreational Meals to Marine Corps units participating in family day events, sports day events, and other similar authorized functions. The baseline menu requirements for Recreational Meals are provided in the Marine Corps Base Hawaii, Master Menu. The Contractor shall provide clean/sanitize serving equipment on a loaned basis. The Contractor shall transport the meals and clean/sanitize serving equipment as far as the mess hall loading dock and assist with the loading of the meals and serving equipment onto vehicles, if needed.

Requests for Recreational Meal support shall be submitted to the Mess Hall Manager for approval at least (7) calendar days in advance. Upon approval by the Mess Hall Manager, and Project Manager the Contractor shall proactively coordinate Recreational Meal requirements with the requesting unit. The Government will inform the

Contractor of cancellations within (24) hours of requested pickup time and date. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.5. Box Meals Requirements

The Contractor shall provide Box Meals to requesting units. Box Meals shall be available for pick up at the mess hall requested from by the unit. A Box Meal may be requested for the Breakfast, Lunch, Dinner, or Midnight Rations meal (Mid-Rats). The Contractor shall transport the meals as to far as the Pu'uloa Range, Bldg. 200, and assist with the loading and unloading of the meals onto and off vehicles to appropriate refrigeration.

Minimum Box Meal requirements are provided in the Marine Corps Base Master Menu. Alternatives, if proposed, should accommodate the recommendations for box meals provided in the NAVMED P5010-1 Tri-Service Food Code (TSFC), and in accordance with the Fueled to Fight (F2F) program.

Requests for Box Meal support shall be submitted to the Program Manager for approval at least (3) calendar days in advance. Upon approval by the Program Manager the Contractor shall proactively coordinate Box Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

All box meals shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.6. Remote Site Meal Requirements

The Contractor shall provide meals for units participating in field exercises and other events when meals are required away from the mess hall, only after approval of Mess Hall Manager. This effort is commonly referred to as Remote Site Feeding. Remote Site Feeding meals shall be the same as those provided from the regular cycle menu at the mess hall where the meals are ordered and picked up from. The Government will provide food and beverage containers, transportation, drivers, and the requisite personnel needed to transport and to serve the meals at the remote site. The Contractor shall be responsible for preparing the meals and transferring the meals requested into the meal containers. The Contractor shall provide sufficient condiments for the number of meals. The Contractor shall transport the meals as far as the mess hall loading dock and assist with the loading of the meals onto vehicles, if needed.

The Contractor shall sufficiently heat or chill the food and beverage containers. Contractor shall ensure food remains outside of the Time/Temperature Control for Safety (TCS) (between 41F and 135F) until time of pickup. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

The Contractor shall clean and sanitize the meal containers used to transport the food, and the utensils used to serve the food, both before and after use.
Units requesting meals for Remote Site Feeding may request to borrow serving utensils and other similar items to serve meals away from the mess hall. The Contractor shall provide such items on a temporary loaned basis.

Requests for Remote Site Meal support shall be submitted to the Mess Hall Manager for approval at least (5) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Remote Site Meal support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

3.4.7. Hot and Cold Beverage Support

Hot and Cold Beverage Support is occasionally required by units, and is typically provided to Marines engaged in rigorous outdoor activity. The requirements for Hot and Cold Beverage Support: Units requesting this support shall provide insulated containers for storing and transporting the beverages. The Contractor shall fill the containers with

the requested number of Hot and Cold Beverage Support rations, and provide appropriate disposable cups, at their expense, in quantities sufficient to support the number of rations requested. The Contractor shall clean and sanitize the beverage containers before and after use.

3.4.8. Fruit Support for Conditioning Hikes

Fruit and beverage support is occasionally required by units, and is typically provided to Marines engaged in conditioning hikes as required. Units requesting this support will provide a Unit Letter of Instruction to the Mess Hall Manager for approval at least (10) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Hike support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date. Hike support is non-reimbursable to the facilities and is only used for hikes over 3 miles. There are no monetary credits for conditioning hikes.

4. Service Quality

The Contractor shall be responsible for providing consistently high levels of service quality. Food service staff shall be attentive and accommodating to customer needs, while consistently maintaining a respectful, pleasant, and courteous demeanor towards customers.

The Contractor's operation shall be conducted in such a manner to prevent attractions of insect, vermin and rodents. The Contractor shall comply with pest control measures prescribed in NAVMED P5010-1 Tri-Service Food Code (TSFC) and in connection with the Facilities Rodent Control Program for the installation. Indications of infestation of vermin, rodents or pets shall be reported to the COR by the Contractor.

4.1. Quality Control

The Contractor shall develop a Quality Control Plan (QCP) and maintain an effective quality control program to ensure services are performed in accordance with the contract and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractors QCP is the means by which they assure themselves that their work complies with the requirement of the contract.

The QCP (which was submitted with the proposal) will be accepted by the Government at the time of the award of the contract. . The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Governments review and approval. The Government may find the QCP "unacceptable" whenever the Contractors procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.1.2 Quality Control Plan

The Contractor’s QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

(1) A description of the Contractor’s quality control system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, the extent of their authority, and a list of any other functions the individual(s) performs concurrently with the QC work which may adversely affect the level of quality.

(3) Provisions for recording the results of inspections and for recording any corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

A file of all Quality Control inspections, both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to the Contracting Officer within 10 working days of completion/termination of the contract.

The Contractor shall submit to the Contracting Officer a revised QCP for approval within seven calendar days of any change.

Each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the work. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the PWS paragraph entitled, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES". All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work without notice to the Contractor.

The Contractor shall meet the Government's representative at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement.

The project manager shall be required to meet at least weekly with the COR/ACOR, for performance evaluation meetings, until full implementation of contracting services of the mess hall. The project manager, mess hall managers or assistant mess hall managers shall be required to meet at least twice per month with the COR/COR/ACOR and other mess hall managers; for Food Service Management meetings, to discuss food service issues and upcoming events.

In addition to inspections of contractor performance by the COR/ACOR, Preventive Medicine personnel will also inspect for compliance with sanitary standards established in the most current edition of NAVMED P5010-1 Tri-Service Food CODE (TSFC). The cleanliness of spaces and related equipment will be measured by the Food Service Sanitation Inspection, NAVMED 6240/1 Form. Defects will be reported to the COR/ACOR in writing within 24 hours after the inspection.

Sanitation discrepancies identified during inspections require immediate correction. Sanitation discrepancies may be cause for shutdown of the facility until required sanitation standards are restored. Failures, which are determined to be the fault of the Contractor, shall result in a deduction for nonperformance during the period in which the mess hall is shutdown.

4.1.3. Customer Comments

Meal Comment Cards shall be provided by the Contractor for mess hall patrons to comment on various aspects of their meal experience, such as the quality, quantity and other services. In addition to the Meal Comment Cards received, the Contractor shall address information provided to the government via the Defense Information System Agency (DISA) Interactive Customer Evaluation (ICE) system, as a feedback tool to improve customer satisfaction. Additional information about the DISA ICE system is provided at: http://ice.disa.mil/

To ensure customer satisfaction, the Contractor Shall conduct customer surveys and solicit customer comments in accordance with the Contractor's Quality Control Plan (QCP). The contractor shall distribute customer service forms, collect the forms and respond to customer comments when requested by the COR/ACOR. The completed customer service forms will be the property of the Government and will be turned over to the COR/ACOR upon collection. The contractor shall encourage customer comments.

4.4 Food Safety and Sanitation

The Contractor shall implement a Food Safety and Sanitation Plan and employ strict enforcement measures to ensure compliance in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC) and coordinate and provided a cleaning schedule to the COR/ACOR. The Contractor's sanitary producers shall meet or exceed the requirements listed in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

4.4.1. Sanitation Training

Contractor employees will attend and teach training classes in the principles and practices of personal hygiene and food service sanitation to both Contractor Employees, and the Government. The Government shall conduct these courses at the Navy Preventive Medicine classroom at Pearl Harbor. Contractor personnel shall also receive on-the-job training during working hours and be supervised until qualified to perform the work assigned. All Contractor personnel shall attend an 8 hours initial Sanitation Training course and a 4 hours annual refresher-training course in food service sanitation as a minimum. All contractor training records shall be made available for Government inspection upon request by inspecting parties.

Yearly refresher training in personal hygiene and food service sanitation shall be provided by the Contractor to prevent food borne illnesses. These training sessions shall be coordinated by the Contractor with the COR to allow the Contractor time to shift workers accordingly.

All Contractor supervisory personnel shall have successfully completed, as evidenced by certificate, a formal food service sanitation training program that meets the minimum requirements of Chapter I of the Naval Preventive Medicine Manual. Certificates shall be submitted to the Contracting Officer 10 days prior to contract start. Certificates shall be renewed annually and submitted to the COR on the contract anniversary date.

4.4.2. Inspections

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government in accordance with inspection clause in this contract.

(a) Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including Preventive Medicine personnel.

(b) The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests/inquiries for information, inspection or review findings by regulatory agencies

4.4.3 Sanitation Inspections

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

Each food service facility shall be subject to periodic inspections conducted by Navy Environmental and Preventive Medicine Unit (NEPMU). NEPMU inspections are designed to detect violations of food safety and sanitation standards, and to ensure that the mess halls are managed in a safe and sanitary manner. NEPMU sanitation inspections assess violations of food safety and sanitation standards as either a Critical, or Non-Critical Violation. Appropriate corrective action must be taken to correct any stated violation in accordance with timelines stipulated in the NAVMED P-5010-1 Tri-Service Food Code (TSFC).

In addition to inspection of contractor performance by the COR/ACOR, The Government will also perform inspections from W.P.t Hill Inspection Team, Western Pacific Food Management Team (WPFMT), Marine Corps Installation Pacific (MCIPAC) Technical Inspections, and Base Food Service, Hawaii Quality Assurance Evaluations (QAE). These inspections are performance based, and the Contractor shall comply. Defects or discrepancies will be reported to the COR/ACOR in writing (24) hours after the inspection. A Government inspection checklist will be provided to the Contractor by the Government.

A description of corrective actions taken to correct the discrepancies is required in writing to the COR/ACOR within three days after inspection the inspection is conducted. If the mess hall receives a total score less than 85% the Contractor shall immediately notify the COR/ACOR verbally upon completion of the sanitation inspection.

4.4.4. Food-Borne Illnesses

In the event of an outbreak or possible outbreak of food-borne illness, the Government will conduct a thorough investigation of the cause of the outbreak. This will require unrestricted access to employees, mess halls, food storage areas, and equipment for the purpose of microbiological testing and screening in accordance with NAVMED P-5010-1 Tri-Service Food Code (TFSC).

The Contractor shall immediately notify the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness. When a food-borne illness is suspected, food shall not be discarded until directed by the local military medical authority.

The Contractor will not be reimbursed for costs or expenses incident to a food-borne illness, when the Government investigation of a food-borne illness, or suspected food-borne illness, where the illness is caused by the Contractor.

4.4.5. Pest Control

The Government will be responsible for the application of pesticides, if such treatments are deemed necessary. The Contractor shall provide the necessary management and labor resources required to safeguard mess hall personnel, mess hall patrons, and mess hall property from contamination that might result from the application of pesticides in the mess halls.

If insecticide fogging is deemed necessary by the Government, the Contractor shall comply with all local guidance that pertains to any pre-fogging and post-fogging actions required in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC).

4.5. Consequences of Contractor's Failure to Perform Required Services

The Contractor shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or non-performed work. The Government reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

(a) Surveillance Methods: The Government may apply any surveillance method considered reliable to determine Contractor compliance. These include, but are not limited to, 100% inspection, random sampling, and planned sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions may be taken for all observed defects.

(b) Procedures: In case of unsatisfactory or non-performed work, the Government:

(1) May give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) May, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. Corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) Shall deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is

required to re-perform and satisfactorily completes the work. In addition, the government can assess liquidated damages as referenced above, in the amount of 20 percent of the value of all observed defects.

(4) May, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

(c) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(d) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.212-4, "(contract terms and conditions-commercial items)" of this contract and all other remedies for termination for cause as may be provided by law.

4.5.1. Estimating the Price of Non-Preformed or Unsatisfactory Work

Deductions may be taken for non-performed or unsatisfactory work. If the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimated methods may be used. Other estimating sources may be utilized to estimate the cost of non-performed work or the costs, which would be incurred in remedying unsatisfactory work. The Government may estimate the cost of using wage rates and fringe benefits included in the wage determinations or Collective Bargaining Agreement (CBA), which are included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the nonperformance or unsatisfactory performance, may also apply.

5. Marine Corps Food Information Management Information System (MCFMIS)

The Contractor shall provide sufficient personnel to support the Marine Corps Food Management Information Program. The Government will provide subsistence for authorized DOD members to subsist.

The Contractor shall manage and analyze all transactions on daily reports generated by MCFMIS, in the daily folders and is responsible for generating the Quarterly and Fiscal Subsistence Operational Analysis Report (SOAR). The SOAR report consists of all financial activities within the quarter, memorandum of meal authorized by man-days, monthly man-day fed report, cash collection receipt balance, computation of basic daily food allowance, financial statement report.
The Contractor shall complete filing of all transaction reports generated from MCFMIS and STORES web. The Contractor shall monitor all DLA Installation Support at Philadelphia price changes, and additional and subtractions of subsistence items to catalog, and inform the mess hall manager of all changes.

The Contractor shall serves as an assistant to the Mess Hall Manager. The work consists of a series of procedural and substantive steps which vary in nature and sequence. The contractor serves as central source of information concerning clerical functions assigned. Works includes the containing opportunity and development for independent thinking, without precedents or guides in the planning and development of procedures and work methods. The work required a good knowledge of the organization's program and operations as well as a thorough knowledge of regulations and directives governing the administrative phases of the function to which assigned.

The Contractor shall preform clerical and administrative work in support of the food service facilities daily operations. The Contractor shall prepare letters, reports, and other administrative documents for the Mess Hall manager's review, signature and forwarding to higher headquarters.

The Contractor shall manage all office files. The Contractor shall use all other programs within the database software or prescribed by the Government. The Contractor shall mange the production of all meals using menu-planning programs.

The Contractor is responsible for ordering all subsistence items for use in the food service facilities in accordance with the Marine Corps Base Hawaii Master Menu. The Contractor shall analyzes all inventory and usage data to properly order subsistence items within authorized quarterly budget, set by the Government.

The Contractor shall maintain accountably of all subsistence items by conducting a weekly inventory.

5.1. Food Service Storage and Warehouse
The Contractor shall provide sufficient personnel to support all area of Food Service Storage and Warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and required paperwork documentation.

The Contractor is responsible for ordering all items for use in the food service facilities.
Equipment and Property duties involve delivery, pickup, and issue of food service equipment, property, and supplies. The Contractor shall ensure applicable documentation and paperwork is correct and complete. Maintain property warehouse in accordance with standard supply procedures, maintain cleanliness of facility, and conduct monthly physical inventory of stock items.

Food Service Storage/Subsistence duties involve delivery, pickup, issue, inventory, and staging of individual subsistence items. Ensure accurate rotation of stock, accountability, sanitation, and applicable documentation are established and maintained.

The Contractor shall operate all light automotive vehicles 4-ton capacity. The Contractor shall preform all operator's maintenance, maintain cleanliness of vehicle, and adhere to all applicable Motor Transport regulations while performing functions. Such as maintaining an accurate Motor Transportation Operator (MTO) trip ticket, operator service record, and in case of accident; fill out and complete driver's accident reports. The Contractor shall meet appropriate vehicle licensing requirements in performance of duties.

5.1.1 Storage
Containers of food, (except pre-mixed beverage containers) shall not be stored on dunnage or shelves less than (6) inches above the deck or under exposed/ unprotected sewer or water lines (except for automatic fire sprinkler heads). Carbon dioxide containers shall be individually securely fasted during storage. Cleaning supplies, insecticides, and other like items shall not be kept in food preparation or food storage areas.

The Contractor shall issue, inventory, and maintain stock levels of required supplies in performance of this contract. The Government will provide a list of the required supplies that will be stocked (example: paper products, foil, plastics, trash bags, minor property, etc.) Upon request, the government will provide all required supplies in accordance with current orders and regulations.

5.1.2. Subsistence Handling
The Contractor shall receipt for all prime vendor delivered items and visually inspect 100% of items received for deterioration or damaged and physically check temperatures on all refrigerated and frozen foods for compliance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor will inform the Government when receiving personnel reject items that appear damage or not delivered at the proper temperature as specified in the TSFC. The Contractor shall use the First in first out (FIFO) method; this method is outlined in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall provide a daily inventory on all subsistence items in the food service facilities, while maintaining an issue control log book.

5.2. Cashier/Meal Verification Supervisor Services
The Contractor is responsible for collecting funds generated from the sale of meals in the food service facilities and relinquishing funds to the Government as prescribed herein. The Contractor shall provide sufficient cashiers and alternate for recording and accounting for customers entering each mess hall and plating food consumption. All cashiers and alternates shall be appointed in writing by the Contractor Project Manager along with a DD form 577 on file, and must be in possession of a valid Common Access card (CAC). When it is necessary to appoint a new

cashier, the COR/ACOR shall be notified in writing by the Contractor Project Manager no later than (3) days prior to the new appointment occurring. The Point of Sale (POS) is the primary method, while the Cash Meal Payment Sheet NAVMC Form 10298 will be used as the alternate. This are the only authorized methods to collect, identify, and account for customers who pay cash for their meals. The POS and Cash Meal Verification Record, are the only authorized methods for identifying and accounting for personnel authorized to subsist at government expense, and those personnel in a cross service or payroll deduction status.

There are a total of (5) Point of Sale systems, (3) are located at each serving line at Anderson Hall, (1) is located in the back office of Anderson Hall, Bldg. 1089, but can be moved to the serving line during known times of increased patrons, and (1) is located at the Flight-Line, bldg. 144. A minimum of (5) cashiers with a valid appointment letter and CAC will be available during all meal periods in order to log-on to the POS system and to perform services/functions associated with cash collection and accounting for personnel fed.
The Contractor is responsible for providing credit card machines, a minimum at one per each food service facility. These machines will need to be in compliance with MCBH rules and regulations.
The Contractor shall maintain a steady flow of patrons through the POS to correspond with all serving line flow rates. The Cash Collection agent will provide special instructions as different occasion are presented.
The Contractor shall ensure all checks received from customers for payment of meals (group/block signature only) shall be made out the "U.S. Treasury".

When Cash Meal Payment Sheet (NAVMAC Form 10298) is used, the contractor will ensure that the form is filled out correctly; making sure all information is recorded and entered in the correct block. The Contractor is responsible for accurate total number of personnel in the group plus applicable food cost/surcharge is shown in the signature column and the extended price is shown in the food cost column of the NAVMC Form 10298. For block signature, the person in charge of the group will make (1) line entry on the NAVMAC Form 10298 and cashier will ensure to attach supporting documentation/roster. The Contractor shall ensure the authorization, stating total number of person in group and length of time the group is authorized to purchase meals, is attached to both the original and retained copy (green) of the NAVMC Form 10298 at the Food Service Facilities.

The Contractor shall check/verify all customer authorization letters, CAC, or military Identification in the performance of collecting cash and accounting for meals provided to authorized customers.
The cashier will turn over all mess hall funds collected with the supporting cash meal payment sheets/supporting documentation to the designated/appointed Mess Hall Cash Collection Agent at least once each working day, or whenever the collections exceed the limit as determined by the installation commander, or prior to leaving the Food Service Facility. Cahier's monetary limits must be in writing and cannot exceed the limitation established by the Installation Commander. The monetary limits will be provided by the Government.

The Government will audit all Contractor meal counts a minimum of once each calendar month. The Government Quality Assurance Evaluators (QAE) will verify meal counts documented by the Contractor on the Cash Meal Payment sheets, Meal Verification Records, MCFMIS and the Contractors billing invoices to the Government.

6. Provide Meals in a Timely Fashion
The Contractor shall manage the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered. The expectation should be that a patron would willingly wait for an advertised cook-to-order product that delivers a quality outcome, but would not expect to wait for main-line menu options that are prepared in progressive environments designed for speed of service.

6.1. Food Preparation and Serving Requirements
The Contractor shall be responsible for providing sufficient personnel to prepare products, service, and support: Main line(s), Specialty line, Snack line, Flight line, and carry-out meals from the guidance of the Marine Corps Base Hawaii Master Menu. The Contractor shall provide sufficient personnel to support, prepare and serve meals in accordance with the Meal Requirements and Serving Hours provided in the PWS, with or without the assistance of Military Cooks.

Contract personnel shall obtain food from the Chief Cook/Store Room for each meal and accomplish all work as required by the Pro-Guide and Pre-Prep. All checkouts that require processing by the contractor will be issued from

the storeroom not more the (18) hours in advance of the required time for use. Excess items shall be returned to the storeroom after each meal. All Food preparation will be in accordance with MCO P10110.14M and MCO P10110.42B. Only the Mess Hall Manager is authorized to change the menu.

6.1.2. Serving Lines

The Contractor shall service, maintain, and clean the all serving lines, and the patron self-service areas. The Contractor is responsible for proving serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. The Contractor shall use separate utensils for each food item served. When not in use the utensils will be stored clean, dry, and protected from contamination.

The Contractor shall move full serving containers to serving lines and remove empty containers. The Contractor shall maintain proper temperatures on the serving lines per NAVMED P5010-1 Tri-Service Food Code (TSFC). Set up and closing of serving lines will be in accordance with Food Service Production Log, additional breakdown of serving lines will not occur earlier than (15) minutes after the end of the meal period. All food not discarded from hot serving lines shall be placed in hot boxes or designated areas. Cleaning of serving lines shall be completed within (60) minutes after the lines are broken down.

The Contractor shall relish serving lines as necessary to ensure availability of food items to patrons through the meal period. Food Items will not be poured or exchanged between containers on serving lines. Like food items will be replenished by exchanging filled for empty containers. The Contractor shall report any shortages of items on any serving line to the Government prior to depletion.

The Contractor will re-supply food in holding or storage areas such as hot or cold boxes so contractor personnel can replenish the serving lines. The Contractor is responsible for having replacement items readily available.

Cleanup of serving lines includes glass, Plexiglas guards and covers. The Contractor shall clean spills on the serving lines as they occur. The Contractor shall drain all water from hot serving lines and remove ice from cold serving line. Cleaning of the interior and exterior of serving lines shall be done after each meal. All rust and scales shall be removed daily.

6.1.3. Garnish

The Contractor shall prepare relish and garish items according to standard recipes. All serving lines will be properly garnished for all meal periods. The Contractor may provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.

The Contractor will cut, garnish and place pastries and desserts on the serving line(s). The Contractor shall replenish the pasty and dessert items as needed throughout the meal period(s).

6.1.4. Self Service

The Contractor shall service, maintain, and clean the patron self-service areas.

All spills, food debris, or liquids shall be cleaned up within (5) minutes of occurrence.
The Contractor shall clean toasters and microwaves after each meal by removing food particles, spots, fingerprints, smudges, grease, and other foreign matter. The toasters shall be cleaned inside and out after every meal.

6.1.5. Salad Bar Menu

The Contractor shall process fresh fruits and vegetables. Processing includes washing in potable water; sorting; culling and trimming of damaged inedible portions from fresh fruits and vegetables. Processed waste from each like item may be weighted by Government personnel. After weighting, contractor personnel shall discard all waste in accordance with disposal instructions. Fresh fruits and vegetables shall be prepared not more than (18) hours prior to use. Prepared vegetables shall be placed in storage containers, labeled, dated and refrigerated.

6.1.6. Fitness Menu
The Contractor shall provide a self-service as prescribed in the Fueled to Fight (F2F) program and Marine Corps Base Hawaii Master Menu. The fitness bar items may be integrated with salad bar items if sufficient space is not available to display the fitness bar items separately.

The Contractor shall provide the Fitness Menu at (1) Anderson Hall Bldg. 1089, and (2) Flight Line bldg. 144.

6.1.7. Beverage Service
The Contractor shall service beverages dispensers so that all required beverages will be available throughout scheduled serving hours. The Contractor shall monitor beverages and dispensing equipment during serving periods, and ensure beverage dispensers are operational before each meal period.

The Contractor shall service milk dispensers so that a choice of white and chocolate milk will be made available throughout scheduled serving hours. The Milk dispensing machine shall be maintained within a temperature in accordance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall trim milk-dispensing tubes 1/4-inch from the splash face of the handle to the tip with protective plastic film removed and at a 45-degree angle when the container is placed into use. Bulk milk dispensers shall be deforested and cleaned when frost accumulation id 3/8 inch or more.

The Contractor shall ensure atomic coffee dispensers are ready for patron service not than 15 minutes prior to meal periods. Dispensers will be replenished with coffee as required.

The Contractor shall clean all beverage dispensers inside and out to include the gaskets, seals, couplings, and other parts daily and/or per the manufactures' directions. The seals may require soaking.

6.1.7.1. Ice Distribution
The Contractor shall provide ice manually from the ice dispenser located elsewhere for patrons when ice-dispensing equipment is not operational on the serving lines.

The Contractor is required to clean preform maintain Maintenance and Clean Ice Dispensers per the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall remove all ice from the storage compartments and clean the interior of all ice making machines not less than weekly. Exterior surfaces of ice making machines shall be wiped clean to remove hand and fingerprints, dirt, dust, and water spots.

The Contractor shall thoroughly clean the exterior and drain trays of ice dispensers after each meal period. The interior and exterior of ice dispensers will be emptied and cleaned.

6.1.7.2. Condiments
The Contractor shall provide condiments for each meal in accordance with menu requirements listed in the Marine Corps Base Hawaii Master Menu. Sugar and sugar substitutes shall be available in individual packages or in pour-type dispensers.

Condiments containers must be cleaned after each meal, to include wiping down of the bottles and cleaning the bottle caps. The Contractor shall empty, wash, rinse, and dry all condiment containers every Friday. Containers shall remain empty to air dry and be refilled prior to Saturday morning Breakfast meal.

The Contractor shall ensure that salt, paper and sugar condiments and napkins are available to all customers without waiting. Exterior of salt, paper, sugar, and napkin dispenser shall be cleaned after each meal and refilled, or during the meal as required.

6.1.8. Pastry and Dessert Service
The Contractor shall prepare rolls, muffins, eclairs, pies, cakes, and other pastries including icing and frosting according to established recipes. The baked goods shall be freshly baked for each meal. The Contractor shall cut Pastries or desserts into portions (serving service) according to the production worksheet.

The Contractor shall garnish individual pastry and dessert with garnishes. The Contractor shall transport dessert and pasty items to serving lines or display cabinets and relish as required throughout the meal periods.
The Contractor shall place assorted bread, waffles and English muffins on serving lines as directed by the Marine Corps Base Hawaii Master Menu during all meal periods.

The Contractor will replenish all breads as necessary to ensure availability to patrons throughout the meal period. The Contractor will fill and relish Pastry, Dessert and Bread serving lines in compliance with the MCBH Master Menu.

6.1.9. Ice Cream Service
The Contractor shall have ice cream available throughout the serving period. The Contractor shall monitor ice cream and reach in freezers to ensure individual ice cream is available throughout the serving period.

When soft-serve ice cream is available; The Contractor shall set up and service all ice cream toppings to ensure these are available throughout the meal period.

The Contractor shall service all self-service ice cream bars.

The Contractor shall clean ice cream dispensers inside and out to include the gaskets, seals, coupling and other parts as necessary daily and/or per the manufacturer's directions. The seals may require soaking.

7. Provide Meals in a Clean and Pleasant Establishment
General cleaning shall not interfere nor disrupt normal patron service during scheduled meal periods.
The Contractor shall provide a clean table and chair during each scheduled meal-serving period to each patron without waiting. Patrons will perform self-bussing of tables; however; the Contractor will clean the tables, chairs, and partitions with a solution of hot, soapy water, and rinsed clean after each meal and as needed during the meal periods to ensure there is no visible dirt, dust, grease, food particles, or any foreign matter.

The Contractor shall provide a steady re-supply of dishes, utensils, condiments and supplies to all serving areas. Essential cleaning may be accomplished in dining areas while patrons are eating. The contractor shall cleanup those areas affect customer service to include appearance of the dining hall.

7.1. Material Handling
The Contractor shall assist the Government by complying with the base-recycling program. This may require segregating reusable/recyclable waste material by type. The government shall retain ownership of all reusable waste materials. Non-reusable waste materials (trash and garbage) will be removed from the facility by a government-approved method.

All refuse/trash and garbage accumulated during food preparation must be removed to a government-designated location after every meal and closing of the facility.

The Contractor shall not discard grease, oils, or fats used for cooking into dumpsters. The Contractor shall maintain these items in covered containers provided by the Government. The Contractor shall store grease containers in a designated area. Grease cans shall not be filled to more than (12) inches from the top.

The Contractor shall thoroughly clean garbage containers and covers with hot water and detergent daily. Technical guidance will be provided by the COR/ACOR.

The Contractor shall police the dumpster area including the grounds and access routes on a daily basis to maintain the area free of trash, littler, and debris.

The Government will be responsible for disposal.

7.2. Cleaning and Housekeeping

The Contractor shall comply with the standards outlined in NAVMED P-5010-1 Tri-Service Food Code (TSFC) for food preparation and storage areas, and all other operational areas. The Cleaning, housekeeping, and amenities plan shall be submitted in writing and must be approved by the Contracting Officer within 14 days before the contract start date.

The Contractors Cleaning, Housekeeping, and Amenities Plan shall address at a minimum for Before, During, and After meal periods for the following: equipment; floors; outside and adjacent areas, includes any area within approximately 50 feet of the food service facilities. Proper execution of this plan shall ensure mess halls and mess decks are maintained to support the patrons clean and pleasant dining experience.

The Contractor shall ensure that a pleasant environment is maintained and is consistent with that found in a first class dining establishment and is reflective of the units pride and Esprit-De-Corps.

Amenities may be considered holiday themes and decorations; menu boards or displays; tables signage; and/or branding concepts; all amenities provided shall be at the Contractors expense.

7.3. Exterior Cleaning

The Contractor shall sweep and clean in and around entrances, exists and sidewalks, after every meal, to maintain a neat and clean facility appearance at all times. Cleaning includes removing all paper, trash, and cigarette butts from the area. All entrances, exists, storm drains, and sidewalks leading to and from the food service facilities must be free of any foreign debris prior to and throughout each meal period. The Contractor shall empty, clean and reposition all cigarette ash receptacles (butt cans) as required.

The Contractor shall sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. The contractor shall hose down and scrub the pavement areas in front, alongside and in rear of the food service facilities once per day. The dumpster pad area and loading dock will be scrubbed with hot soapy water and rinsed with water once per day. The fly-fans will be dusted and cleaned at a minimum of once per week, to prevent buildout of dust and dirt. Loading dock shall not be used to store garbage, refuse, empty jars, cans or equipment.

The Contractor shall clean all windows and screens so that they are free of dirt, water spots, steaks, smudges, and foreign matter at least once a week. This shall include the louvers and screens in the food service preparations areas. Windows and screen shall be cleaned inside and out to include frames. The Government shall provide a ladder to accomplish this work. This work shall require the contractor to go above 10ft off the ground.

The Contractor shall remove, clean and return all garbage and trashcans from area in the food service facilities during the day's operation, to prevent accumulation of empty boxes, cans, trash, or garbage within the Mess Hall.

Additional maintenance, weather, traffic or other conditions may demand addition cleaning or maintenance by the Contractor to keep grounds clean or provide safe access to the facilities.

7.3.1. Exterior Ground Maintenance

The Contractor shall create a pleasant outdoor environment for the all Anderson Hall and the Flight Line Facility. The Contractor is responsible for the care, landscaping and grounds surrounding the food service facilities within (20) feet. The Contractor shall provide sufficient tools, and personnel in order to preform: planting flowers, mowing, pulling weeds, trimming shrubs//bushes, organizing exterior equipment, cleaning drains, and maintaining the outside of the food service facilities in a good state of police. The Contractor shall keep all ground mowed to no more than (3) inches tall. The Contractor shall water any additional plants as required. The Contractor shall rake, mulch, and prune the grounds as needed.

The Contractor shall clean the exterior of the building, monthly or as required due to weather, or debris. The Government will provide a pressure washer to help accomplish this work.

The Contractor is responsible for the cleaning and maintenance of picnic tables, and butt cans.

The government shall be responsible for replacement of picnic tables, and butt cans.

7.4. Interior Cleaning

The Contractor shall spot clean all walls, baseboards, windows, window ledges, doors, and door frames to remove all finger prints, smudges, stains, spills, splashes, and prevent accumulation of dust and dirt, at a minimum of once a week. Mold and mildew shall not be permitted to accumulate on any type surface in high moisture areas.

The Contractor shall dust trophies, sport memorabilia, and display cases weekly. Glass panes, inside and out, shall be cleaned daily to remove hand and fingerprints, smudges, dust and dirt.

The Contractor shall polish all metal surfaces that require polishing on a weekly basis to maintain a clean and bright state. A properly polished surface is free of streaks, tarnishes and polish residue and presents a uniformly bright appearance.

The Contractor shall clean and sanitize all restroom and locker rooms for the food service facilities. Restrooms and locker rooms shall be kept clean and policed of all debris after each meal period. The Contractor shall keep all paper towels, toilet paper, and hand soap dispensers supplied at all times. All dispensers shall be wiped clean when refiled. Spot-check restrooms during meal times to ensure tidiness and supplies are stocked. De-scale toilets and urinals once per week. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces.

7.4.1. Floor Cleaning

The Contractor shall preform spot cleaning during the meal periods. Spot clean floors to remove food spills and debris.

The Contractor shall clean floors so that no visible dirt or dust remains on floors, floor mat or runners, in corners, behind doors, or under furniture and equipment. So not place chairs on tables at any time except when floor waxing is required. Cleaning shall be done in such a manner that no excessive dust is raised. When cleaning floors with a wet solutions a safety "wet Sign" will be placed in all visible areas during cleaning and until floors are completely dry. The Government will provide "Wet Signs"

The Contractor shall remove all "scuff marks". Floors shall be cleaned in sections and at no time shall excessive amounts of water be used or allowed to accumulate during the cleaning process.

No wax is to be applied to ceramic tile, quarry tile, or concreate terrazzo floors. The Contractor shall buff or spray all dining area floors daily to maintain a high gloss finish. The Contractor shall follow the manufacturer’s instructions when apply wax. The Contractor shall preform floor waxing at least once a month, after normal operating hours. Generally, waxing is performed from 1900 hours until completion.

The Contractor shall remove all dirt and deposits of old wax using wax stripper. A stripping operation shall be considered completed when all traces of old wax have been removed. The floor is then cleaned, re-waxed and re-buffet. Floor stripping is required when wax build up causes floor discoloration, or any inconsistences to the surface of the floor due to old wax. Floor stripping will be performed upon request by the COR/ACOR within (72) hours notification. Floor stripping will be reimbursed utilizing the "additional services" form.

The Contractor shall clean the throats and covers of all floor drains and ensure that all drains remain unclogged at all times. Drain openings shall be covered with drain covers. Drain covers and drains shall be cleaned daily to remove dirt, scum, slime, mop strings, residue and other foreign matter after each meal period.

7.4.2. Dishwashing Service

The Contractor shall provide a minimum of (3) personnel per scullery for proper dishwashing operations during and after each meal periods. The Contractor shall clean interior and exterior surfaces of dishware dispensers, try racks and carts at the end of each meal period. The requirement includes carts used to transport dirty dishes to dishwashing areas. The Contractor shall sort all dishware and utensils according to size and shape prior to racking.

Separate racks shall be used for articles of different types, e.g., cups, plates, bowls, and glasses. The Contractor shall return all dishes and dinnerware to their respective storage areas after each meal. Clean dishware, trays and flatware shall be free of all visible signs of food, food residue, grease, soap film or other foreign matter.

The Contractor shall immediately notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained. In the event of a mechanical failure during the meal service, the Contractor shall notify the COR/ACOR and Mess Hall Manger who will determine how feeding requirements will be met for the remainder of the meal period. The Contractor may perform dish washing by hand. When the dishwashers are inoperable, the Contractor may use Government furnished plastic ware, paper plates, cups as a laborsaving means and to meet sanitary requirements until automatic dishwashing equipment can be restored. In the event that adequate amounts of potable hot water cannot be obtained or a mechanical shut down occurs preventing automatic dishwashing procedures, the Contractor shall perform manual dishwashing following procedures in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall scrape and pre-flush dishware, cookware, and utensils before placing in dishwashing machines. At no time shall any patron be required to remove trash or scrape garbage or trash from their tray, dishware, or utensils.

In the event that adequate and suitable amounts of hot water cannot be obtained to accomplish automatic or manual cleaning, the Contractor shall immerse for a minimum of (1) minute in a chlorine solutions all trays, dishes, glasses, flatware and utensils which have been washed and rinsed free of detergent as specified in the current edition of the NAVMED P5010-1 Tri-Service Food Code (TSFC). The solution shall be provided by the Government and prepared by the Contractor.

Upon advance notification or due to a sudden increase in patrons, the Contractor shall use both dishwashing areas. Such examples of this would be during special meals where numbers are expected to exceed 2,000 in a single meal period or when it is deemed necessary to increase the return flow of dishware to the patron service.

7.4.3. Pot/Pan Washing

The Contractor shall drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals after each meal and prior to closing for the day. Dishwashing machines shall have sustains, spray arms, trays, and other removable parts removed, cleaned, and air-dried. The removable parts and the interior surfaces shall be free of grease, smudges, food particles and other foreign matter. Exterior surfaces shall be wiped clean after each meal. Lime and scale deposits shall be removed weekly. The Contractor shall clean all types of utensils after each meal if Manual Pot Washing has to be used, due to power/hot water outage.

The Contractor shall complete the entire dishwashing operations no later than (90) minutes after the conclusion of each scheduled meal period and prior to closing the mess hall for the day's operation. All dishwashing machines will be assembled and capable of immediate operation regardless of the number of meals fed or projected headcount. The Contractor personnel loading dirty items in the dishwashing machine shall not be the same person unloading clean items from the machine.

The Contractor shall clean and sanitize cooking and serving equipment, pot, pans, and equipment used to transport food to other feeding locations after each use, this includes items generated by the Night Cooks (if used). The Contractor is responsible for cleaning oven and conveyor toasters racks twice per week, when the patron flow is lowest. Pots, pans, and utensils shall be transported to designated storage areas upon cleaning. Items shall not accumulate throughout meal preparation or serving periods.

The Contractor shall clean the pan washing room or area, to include racks and shelving, after each meal, and prior to the next scheduled meal prior to closing the mess hall for the day. Cleaning of pots, pans, etc. shall be accomplished as specified in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

7.4.4. Equipment Cleaning

Properly cleaned equipment shall be free of all food spills, dirt, mildew, rust, grease, and other foreign matter. The Contractor shall thoroughly clean food serving equipment, tables, and work area immediately after use.

The Contractor shall clean all beverage and food dispensing equipment including but not limited to; shelves and stands, dish dispensers, flatware dispensers, dish racks, ice dispensers, milk machines, coffee machines, ice cream machines, soda machines, pastry display cases, and water fountains after each meal. Nozzles and other removable parts and drains shall be disassembled, cleaned, and replaced. Contractor shall ensure that all gaskets on, but not limited to, ice making machines, refrigerators, freezers, ice cream cabinets and pass through boxes, are cleaned using a bleach solution to remove and retard growth and accumulation of mold and mildew.

The Contractor shall clean the interior of ventilating hoods, located over the grills on serving lines, after each use. A properly cleaned hood shall be free of grease, dirt, dust, foreign matter, streaks, and finger prints. The Contractor shall remove and thoroughly clean all removable grease filters weekly. After washing the filters shall be dried and replaced.

The Contractor shall clean "pass through" and other types of food holding spaces (hot and cold boxes), inside and outside after each meal. This requirement includes the racks and shelving used for food storage in the box or space. The Contractor shall thoroughly clean all "walk-in" refrigerators, and freezers, interiors and exteriors daily, with spot cleaning required as necessary. Cleaning includes scrubbing of walls, floors, shelves, and storage racks. The Contractor shall be responsible for removing then returning the food items to their original position after cleaning. The Contractor shall operate and clean the vegetable peeling machines.

7.4.5. Furniture

The Contractor shall physically move dining room furniture for meetings groups, and regularly scheduled cleaning. After event the Contractor shall return furniture to its original location or as requested by the COR/ACOR. The frequencies of these functions vary each month. The Contractor will be notified by the COR/ACOR (24) hours prior to the contractor being required to rearrange the furniture.

8. Food Preparation and Serving Equipment (FPSE)

The Government will provide limited workshop spaces for the FPSE services under this contract. Additionally, once approved by the COR/ACOR, the Government will absorb the cost of repairs and services provided by a third party due to the Contractor not possessing the resident technical expertise to repair and maintain FPSE.

8.1 Sustainment of Government Furnished Property

The government will provide without cost to the Contractor, the facilities, fixtures, equipment, supplies, and services as specified in the contract. Government property described in this section shall be used only in the performance of this contract. The Government will furnish the facilities and equipment for use by the Contractor in performing the requirements of this contract.

8.1.2. Government Furnished Property

Prior to contract start date, the contractor and the COR shall conduct a joint inventory of mess halls facilities to be used by the contractor to determine facility condition and note any discrepancies. The Government will make available the facilities. No alterations to the facilities shall be made without specific written permission from the Contracting Officer. The Contractor shall return the facilities to the Government in the same condition as received. Fair wear and tear and approved modifications accepted. Any damages after the contract start-up date that are not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor. Upon contract completion, extension, or termination, a joint inventory shall again be conducted by the Contractor and the COR. Any losses/damages identified by this inventory, determined to be beyond normal wear and tear, shall be reimbursed to the Government by the Contractor.

8.1.3. Government Furnished Equipment

The Government will furnish the equipment listed as Government Furnished Property, in an “as is” condition. The Government may replace equipment when it is no longer useable for its intended purpose. The Food Service Officer will provide disposition instructions for items beyond repair. The Government may install new equipment at any time during the period of the contract.

The Contractor and a Government Representative shall conduct a joint inventory for all Government furnished equipment at the start of the contract. The Contractor shall provide a receipt to the Government for all such

equipment. If the Contractor does not participate in the inventory, the Contractor must accept the stated condition of equipment provided by the Government. The Contractor and the Government Representative shall jointly determine the quantities and condition codes of all items and equipment. Upon completion of the initial inventory, the Contractor shall receipt for the quantities verified on the inventory listings. Any losses/damage after contract the start-up date, not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor.

8.1.4. Government Furnished Supplies

The Government will provide all materials and supplies. At the end of the contract period or extension of the contract, the Contractor and a Government Representative will conduct a joint inventory within 48 hours of contract expiration/termination. The Contractor shall reimburse the Government for any losses for unserviceable expendable equipment and supplies below 100 percent with an established allowance of 10%. The current replacement value of these items shall be determined by the COR.

The Contractor shall maintain adequate Government Furnished Supplies on hand in the mess hall at all times. Supplies are adequate when they are available in the mess hall in sufficient quantity to perform work requirements. The project manager shall notify the COR when adequate Government Furnished Supplies are not available in the mess hall to complete satisfactory services.

Tablecloths. The Government may furnish tablecloths daily and for special occasions. Tablecloths shall be placed on the tables and removed by Contractor personnel as designated by the COR or Mess Manager. The Contractor will provide all laundering service for tablecloths.

8.2. Additional or Replacement Equipment

The Contractor shall submit requests for additional or replacement equipment/supplies to the COR. Only equipment determined by the COR to be necessary in the performance of the contract shall be provided by the Government. The Contractor may use other equipment at the Contractor's own expense.

The Contractor shall be responsible for maintaining property records IAW the Government Property Clause of this Contract.

The Contractor may, with written permission of the COR, install equipment, time clocks, fixtures, and furnishings in Government facilities. These items shall be marked to identify Contractor ownership, be readily removable, and the installation, maintenance, and removal costs, to include the cost to return the facility to its original condition, shall be borne by the Contractor.

The Contractor shall establish and maintain a system in accordance with the Government-Furnished Property clauses in the contract, to control, protect, preserve, and maintain all GFP in mess halls. The property control system shall be submitted in writing and must be approved by the Contracting Officer within 14 days after the contract start date.

The Contractor shall prepare and submit to the COR requests to adjust equipment records when changes to Government equipment occur, such as losses or replacement. The Contractor shall report the loss, damage or destruction of Government property verbally to the COR upon occurrence and follow-up notification in writing within 5 days. Loss, damage and destruction of Government property or equipment due to negligence of contractor employees shall be reimbursed to the Government from the Contractor.

Monthly Minor Property Inventory. Not later than five (5) days before the end of each month, the Contractor shall receive a Monthly Minor Property Inventory form from the local Food Service Officer. Contractors shall set-up and display all minor property items in a central location to permit a joint inventory with government personnel. Time and location is to be coordinated with COR/ACOR.

The Government and Contractor shall conduct a joint minor property inventory on the last day of each calendar month using the Minor Property Inventory. The Contractor shall submit the original copy to the local Food Service Officer within five (5) working days following the last day of each calendar month.

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

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

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

8.3. Warranted Items

Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Contracting Officer and/or Base Food Service Officer. All defects in marginal workmanship, defective parts, or improper installations and adjustments found by the Contractor shall be reported to the Contracting Officer and/or Installation Food Service Officer so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties.

8.4. Shut Downs and Service Calls

Prior approval shall be obtained from the COR/ACOR, except in emergencies, for work requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment. All such requests must be submitted at least 72 hours in advance. In cases where shutdown is necessary, the Contractor shall coordinate the shutdown with the COR/ACOR or other designated representative in the Food Service Facilities.

In the unusual event that service calls are required after normal working hours, labor hours will be billed via the "Request/Confirmation of Additional Services" form and forwarded to the COR/ACOR for approval. The limitations of this paragraph do not apply to repairs required to correct damage caused by the Contractor.

The Contractor shall perform service call work as necessary to determine the cause of system and equipment malfunctions, eliminate the cause (s), and restore the system or equipment to satisfactory working condition.

Service Call Response Times. The government or alternate representative will determine the classification and response time required for service call repairs.

If the Contractor and the Government points of contact determine that the equipment is beyond economic repair, the Government will enact a replacement plan.

8.5. Maintenance and Repair

The Contractor shall perform required (minor and major) maintenance in accordance with manufacturers operating and instruction manuals instructions listed on all equipment under this contract as further described below. The contractor shall schedule and perform required equipment maintenance between meal periods to minimize customer impact. The contractor shall provide all materials and supplies necessary to perform required maintenance.

Minor maintenance includes cleaning, adjusting, and lubricating equipment as well as, tightening nuts, bolts, and screws and other operator maintenance generally recommended by equipment manufacturers. This also includes calibration of scales, ovens, grills, and deep fat fryers.

Provide major maintenance on food service and preparation equipment of all Government-furnished equipment listed on the current Sterilized Government Furnished report and replacement of component parts.

The Contractor shall maintain and repair all walk-in and reach-in type refrigerator units in all mess hall as outlined below: Interior walk-in (built in) refrigeration units are considered Class 2 property by the Government and are considered part of the facility. Therefore, the Contractor shall only maintain and repair walk-in unit handles, door closures (hydraulic or otherwise), hasps, and hinges. The remaining portion of these units will be maintained by the Government.

The Contractor shall maintain and repair the entire box to include compressors. The Contractor shall abide by EPA Ozone Depleting Substance (ODS) regulations when servicing these units.

The Contractor shall maintain and repair all reach-in type refrigeration units in the mess hall(s). These units could include salad room and galley reach-ins, fast food/carry-out reach-ins, chest-type ice cream cabinets, etc. This repair may require servicing of compressors and other components containing Ozone Depleting Substance (ODS). The Contractor shall abide by EPA regulations when servicing these units.

Connect and disconnect all utility lines to the FPSE equipment at the source point when required and shall provide maintenance for the utility line connection, when applicable. The contractor shall not perform maintenance on the facility itself but refer any problems to the COR/ACOR. The Contractor shall identify all food preparation and serving equipment replacement parts, to be ordered by the government.

During the term of the contract, the Government may replace, renovate, or improve equipment, systems, and components at the government's expense and by means not associated with this contract. All replaced, improved, updated, modernized or renovated equipment, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. This excludes equipment that is added into the contract in accordance with new equipment line items. In these line items, a list of new equipment that requires service will be provided to the Contractor 90 days in advance and a price for the adding of this equipment will be negotiated by the Government and the Contractor.

The Contractor may, with written permission of Base Facilities install Contractor equipment, fixtures and furnishings in Government facilities. These items shall be marked to identify Contractor ownership. These items shall be readily removable if necessary. The installation, maintenance and removal costs, to include the cost to return the facility to its original condition, if necessary, shall be borne solely by the Contractor. The Government reserves the right to review drawings, plans, installations and/or modifications.

The Government will request input from the Contractor and/or contract Mess Managers relative to food serving and preparation equipment for budgeting purposes. This is primarily an administrative function necessary to ensure that all food service facilities have the proper amount and type of equipment on-hand to conduct efficient food service operations. The input requested by the Government may require verbal or hand written lists and input. Generally, the minimum is once per calendar year and a maximum of four (4) times per year.

8.5.1. Maintenance and Repair Contractor Responsibilities

The Contractor shall manage the total work effort associated with the maintenance, repair and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work be in accordance with sound and efficient management practices to provide maintenance, repair, and services for FPSE located at the Food Service Facilities.

The Contractor shall perform Preventive Maintenance Inspections and Services (PMIS) under this contract on the equipment and in accordance with the procedures specified herein. Work shall consist primarily of inspection, cleaning, lubrication, adjustment, testing, calibration, and minor/major part and component replacement as required to minimize malfunction, breakdown and deterioration of equipment; and the identification and performance of any repair required to bring the equipment up to the manufacturers operating standards. PMIS for FPSE located for the Food Service Facilities shall be performed, and documented no less than one time monthly.

If equipment fails at anytime, the contractor is required to perform emergency maintenance and repair on the equipment to restore it to operating condition.

The Contractor shall provide all necessary services, parts and materials, and complete all repair requirements identified during the performance of a PMIS or when equipment fails.

If the cost of repair parts for a single repair exceeds $500, the Government will procure the repair part(s) and provide it to the contractor to complete the repair. This limit applies to each PMIS for each equipment system.

Excessive or repeated system breakdowns or deficiencies may be considered by the Government as an indication of unsatisfactory performance of PMIS by the Contractor. PMIS shall be performed monthly and shall, at a minimum, include all of the check points and services a specified by the manufacturer handbooks that will be located in the mess hall and maintained by Base Food Service.

The Contractor may, at its option and at no additional cost to the Government, increase the level and/or frequency of PMIS in an effort to minimize repair requirements. The Government shall provide the Contractor access to FPSE manufacturer's manuals and pamphlets.

8.5.2. Office Equipment

The Contractor shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. Computers are required, at a minimum, for the Project Manager, Production Chief, Maintenance and Repair, MCFMIS Operator, MCFMIS Clerk/Storeroom, and secretary. The computer will need to be able to meet current C-4 requirements with the capability of being added to MCEITS network.

The Contractor shall provide all necessary office and administrative supplies, such as pens, pencils, staplers, computer/printer paper, print cartridges, etc. for all contract food service facilities with the exception of Government forms.

The Contractor is responsible for all reproduction requirements necessary for the performance of this contract. The Contractor shall furnish all hand tools (e.g. hammers, pliers, wrenches, screw drivers and plumber's helpers) required for performance of self-help and Food Preparations and Serving Equipment maintenance and repair. This also includes grease and oil required for equipment preventive maintenance.

The Contractor shall perform minor repair of furniture items (tables, chairs, and partitions) including tightening of nuts, bolts, arms, and leveling labels and chairs. Furniture items requiring replacement shall be coordinated with the COR/ACOR as with Food Preparations and Service Equipment replacement.

The Contractor shall maintain stock levels of specific supplies required in performance of this contract. The Government will provide a list of required supplies that will be stocked. (For example, paper products, foil, plastics, trash bags, plastic-eating utensils, paper plates, paper cups etc.) Upon request, the government will provide all required supplies in accordance with the list of government furnished supplies.

The Contractor is totally responsible for proper security of Contractor supplies and belongings. The Government will not be responsible in any way for the Contractor's supplies, materials, personal equipment or belongings brought into Government buildings or on Government installation to perform repairs or services. This includes, but is not limited to loss and damages by fire, theft, hurricane, accident or other disaster.

The Contractor may with written permission of the COR/ACOR, install equipment, fixtures, and office furnishings providing these terms are marked to identify Contractor ownership and are readily removable. The installation, maintenance and removal costs are the sole responsibility of the Contractor. Upon removal of Contractor owned equipment, the Contractor must restore the affected portion(s) of the facility to its original condition. All cost for restoration will be expenses chargeable to the Contractor.

8.5.3. Maintenance and Repair Government Responsibilities

The Government will furnish required maintenance and repairs to all mess hall structures on Marine Corps Base Hawaii. When repairs or maintenance is needed for safe and efficient use of the mess hall, the contractor shall notify the Installation Food Service Officer or other command representatives.

Government Responsibilities under Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R). The Government will be responsible for the following work related to Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R):

(1) Removing any equipment from the mess hall loading dock condemned or replaced by the Contractor.
(2) Electrical power into the mess hall to include panel board, circuit breakers or magnetic contacts.
(3) Sewer lines from floor and wall drains of the mess hall.
(4) All gas, water and steam lines up to the source point for each piece of equipment. (Note: Source points are typically located at the walls, floors, or ceilings except for LP gas. The source point for LP gas is the outlet side of the tank regulator valve.)
(5) Repair of interior walk-in refrigerators and freezers, interior and exterior box walls, walk-in ceilings and floors.
(6) Cleaning, maintenance and repair of exhaust duct systems through the exterior outlet and exhaust fan mechanisms. The Contractor shall assist the Government by making the mess hall available to the duct cleaning contractor routinely as scheduled by the COR/ACOR which is normally once per quarter.
(7) Alterations, repairs, and maintenance to the mess hall physical plant.

The Government will furnish the contractor, upon the start of performance, with equipment manufacturers operating manuals for equipment on-hand in each mess hall. If equipment manuals are not available, the Contractor may request literature from the Base Food Service Office.

8.5.4. Government Services
The Government shall perform maintenance and repair of the items listed above in paragraph 8.5.3.

When contractor personnel realize a repair to the Mess Hall is required, the COR/ACOR shall be notified.

Police and Fire Protection. The following emergency numbers shall be available for the Contractor use while performing work under this contract. Military Police: 808-257-2123 Fire Dept: 808-257-7110
The Government will provide fire prevention lectures and security briefings for contractor personnel as required. A security briefing of all off limit areas on base will be provided at contract start date and as required (approximately 1 hour per year/employee).

Medical Emergency. The Government will provide emergency medical care only and the following numbers are available for Contractor use: Branch Clinic: 808-257-3133 Ambulance Dispatch: 808-257-7116

Office Space. Office space and furniture to assist the Contractor administratively will be provided within the Mess Hall.

Change Lockers and Dressing Space. Dressing space with lockers will be provided by the Government at no cost to the Contractor, within the Mess Hall for storage of clothing and personal items. The Government will not provide locks or keys for lockers.

8.6. Other Supplies and Services
The Contractor will provide all laundering service for tablecloths, pot holders, napkins, and Food Service Uniforms upon termination, or job relocation of employees.

The Contractor shall instruct employees in energy conservation and ensure procedures implemented are practiced.

The Contractor shall use procedures that will reduce or eliminate food waste in accordance with MCO P10110.14M, MCO P1O110.34B, and the NAVMED P5010-1 Tri-Service Food Code TSFC.

8.6.1. Commercial Telephone Service
The Contractor may request off-base commercial telephone service by contacting the Base Telephone Officer. Off-base commercial service will be installed and maintained at the Contractor's expense. Class "C" (on-base use only) telephone lines will be provided by the Government. The Contractor may obtain at their expense, Class A commercial telephone service or any additional telephone service(s) required in the performance of this contract. The Contractor shall contact the Communication-Electronics Office, Building 505, Telephone Service Request Branch, 808-257-1492 to coordinate installation by a commercial company.

8.6.2. Personnel Protective Equipment
Contractor shall furnish all safety, and hearing protection for all hazardous areas (e.g., scullery, pot shack, and warehouse)

8.6.3. Uniforms
Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor’s name.

The Contractor shall provide employee uniforms, name tags, and special-type clothing as described herein. Contractor personnel shall wear contractor-furnished uniforms during the performance of their duties. The Contractor shall provide uniforms and other special clothing necessary for employees. The type and color of uniforms for contractor personnel shall be approved by the COR/ACOR prior to the contract start date. Uniforms shall be clean, unstained, well fitting, laundered and of good repair. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor's name. Undergarments shall not be visible through the uniform.

Shoes shall be constructed so the cover the entire foot to meet safety requirements. Shoes shall be made of black leather with non-skid soles and constructed so they cover the entire foot to meet sanitation and safety requirements. Open-Toed shoes, sandals, heels higher than 2 inches, and sneakers or leather-type gym shoes shall not be worn. The Contractor shall furnish bimetallic thermometers for appropriate contractor employees (as defined by the Contractor) while performing services under this contract. Thermometers shall be accurate within +/- (3) degrees Fahrenheit. The Contractor is responsible for training employees in the proper use and calibration of the thermometers. The Contractor will use this thermometer at minimum.

All Contractor personnel shall wear nametags with the job tile and employee's last name. Identification on the tag shall be readily discernible from a distance of five feet.

Contractor personnel shall not wear jewelry to include earrings, visible body rings, bracelets, and chains. Exceptions will be a plan wedding band, and medical alert bracelets/necklaces.

8.6.3.1. Uniform Allowance
The Contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost to the employee; provided, however, that the contractor may require or permit employees to launder and maintain uniforms furnished by the contractor. If the uniforms furnished are made of wash and wear material, and may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing or commercial laundering in order to meet cleanliness or appearance standards, there is no requirement that employees be reimbursed for uniform maintenance costs.

9. Security
The Contractor shall comply with all current Marine Corps Base Hawaii security requirements.

No Foreign National will be employed on this government contract.

Work under this task order requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) which is obtained through MCB Hawaii's Trusted Agent Sponsorship System (TASS) upon completion of HSPD-12 credentialing.

In all cases, each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54, Employment Eligibility Verification.

Personnel Requiring a CAC Card:

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator
TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cashier(s)
TBD at time of award of contract	Maintenance Technician
TBD at time of award of contract	Administrative Clerk(s)

Prior to the commencement of work, the employee will complete required credentialing for CAC eligibility (two options):

1. Option One - Interim Credentialing Standard. To receive a CAC under this standard, the employee must have completed an FBI Fingerprint Check that returned favorable results, and have submitted a National Agency Check with Inquiries (NACI) to the Office of Personnel Management. This standard's process is facilitated by:

a. the MCB Hawaii Command Security Manager's Office, which will provide fingerprinting and NACI submission, and interim credentialing approval.

b. the MCB Hawaii-assigned agent in the Trusted Agent Sponsorship System (TASS) who will submit the appropriate application for a CAC in TASS;

c. the MCB Hawaii DEERS ID Center, who will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

An "UNFAVORABLE" adjudication of the contract employee's investigation will result in immediate termination.

2. Option Two - Single and Final Credentialing Standard. To receive a CAC under this standard, the MCB Hawaii Command Security Manager will review JPAS for appropriate, previously completed and favorably adjudicated investigation, and continuity in federal service. If the HSPD-12 standards are met, a CAC will be authorized by the assigned MCB Hawaii Trusted Agent, and issued through the MCB Hawaii DEERS ID Center who , in turn, will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

In all cases, each contractor employee must be entered into the Joint Personnel Adjudication System (JPAS), and then owned by their contracting company Facility Security Officer (FSO). The MCB Hawaii Command Security Manager will then track and monitor the employee’s investigation status in JPAS through a servicing relation.

Personnel cannot be properly processed and provided system access on their reporting date without sufficient prior coordination between Contractor FSO and the COR to insure credentialing standards are achieved. Please note: When processing a Questionnaire for National Security Positions, the applicants can only access the e-QIP system if they have been instructed to do so by the MCB Hawaii Command Security Manager. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official.

Upon favorable determination of credentialing, IT Level III Access will be granted contingent upon successful completion of all DOD, DON, and MCBH-required briefs.

In all cases, each contractor employee shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

All contract personnel will in-process with the MCB Hawaii COR, Trusted Agent, and Information Assurance Manager upon arrival to the command and will out-process with the Trusted Agent prior to their departure.

All authorized users of the MCEN shall receive initial Information Assurance (IA) orientation as a condition of access, and thereafter must complete annual IA Awareness refresher training to maintain an active user account.

The Department of the Defense Central Adjudication Facility will provide notification of the completed investigation to the MCB Hawaii Command Security Manager for determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas and/or be provided access to Controlled Unclassified Information. Determinations are the sole prerogative of the MCB Hawaii Commanding Officer. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor shall within 10 days prior to start of the contract, submit to the COR/ACOR a list of employees by name who will be performing work on this contract. Employees hired after contract start date shall be reported immediately.

On the first working day of each month the Contractor shall submit to the COR/ACOR an updated and current roster of all Contractor personnel who perform work under this contract. The Contractor shall report immediately in writing any termination and cause for termination of an employee.

9.1 Accessing the Base

All Contractor personnel performing work under this contract who require access to Marine Corps Base (MCB) Hawaii, shall obtain personal entry and vehicle passes from the Provost Marshal Office (PMO), MCB Hawaii.

The Commanding Officer, MCB Hawaii, has broad authority to remove or exclude any person from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding Officer may refuse to grant personal entry passes or may bar Contractor employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass or barment of an employee does not relieve the Contractor of the responsibility to continue performance under this contract.

The Contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this contract.

Contractor personnel performing work under this contract shall be readily identifiable as an employee of the contractor through the use of uniforms with nametags. The Contracting Officer may approve alternate methods of ensuring contractor personnel are readily identifiable.

Contractor personnel and equipment entering a military installation are subject to security checks. Contractor personnel shall follow any direction given by Military Police or other security or safety personnel.

The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. By signing this proposal/contract or by beginning work under this contract, the Offeror/Contractor certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the offeror and works under this contract.

Application for Vendor/Contractor Passes: The procedures below are the requirements for MCB Hawaii.

1. Upon awarding of the contract, the Contractor will enroll in the RAPIDGate Program or obtain a Vendor/Contractor Pass for each employee working under the contract from PMO MCB Hawaii. RAPIDGate access is discussed in paragraph 3. Contractors who do not enroll in RAPIDGate will be afforded one access pass per vehicle not to exceed 30 days. Follow on requests for access will require the issuance of a new pass which will not exceed four days. Contractors who do not enroll in RAPIDGate will follow the below procedures to obtain a Vendor/Contractor Passes from PMO:

a. The Contractor will submit a roster of employees that their contract ultimately supports to the sponsoring activity's Contracting Officer's Representative (COR). The roster will identify the company name, contract number, period of performance of the contract, location of performance, the full name, date of birth, social security number, address, driver's license number and expiration date for each of the Contractor's and subcontractor's employees, and the point of contact information for the Contractor.

b. The MCB Hawaii sponsoring activity's Contracting Officer's Representative (COR) will forward the roster to PMO where criminal history background checks will be completed.

c. Upon receipt of favorable background checks, the MCB Hawaii sponsoring activity will notify the Contractor that employees may proceed to Pass and Registration, building 1637, MCB Hawaii, for their Vendor/Contractor Passes.

d. Contract and subcontract employees arrive at Pass and Registration building 1637, MCB Hawaii, for the Vendor/Contractor Pass and must show two forms of identification listed in enclosure (1). Contractor and subcontract personnel operating company or privately owned vehicles will obtain a vehicle access pass and will provide valid driver's license, current vehicle registration, safety inspection, and proof of insurance.

2. Vendor/Contractor and vehicle access passes issued by PMO to Vendors/Contractors are effective from the date of issuance, for a period up to 30 days. Successive 4 day passes may be granted until the end of the contract. Vendor/Contractor and vehicle access passes must be returned to Pass and Registration, building 1637, MCB Hawaii upon expiration of the pass. Personnel denied a business pass might appeal in writing to the Commanding Officer, Marine Corps Base Hawaii (Attn: Base Inspector). Denial or revocation of a business pass may be made if the applicant:

a. Is listed on the National Terrorist Watch List.
b. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or SSN cannot be verified.
c. Is subject to an outstanding criminal warrant.
d. Submits a Vendor/Contractor business pass application, which contains false or fraudulent information.
e. Is a registered sex offender regardless of the date of the criminal offense.
f. Has been issued a debarment order and is currently banned from any military installation.

3. MCB Hawaii has implemented a Contractor-managed security service, RAPIDGate ™. RAPIDGate is consistent with and complementary to Homeland Security Presidential Directive 12 (HSPD-12) and the Federal Information Processing Standard 201 (FIPS 201).

Participation in RAPIDGate is optional.

Under the RAPIDGate Program, Contractor personnel are vetted through a series of national and local record checks to determine whether they meet MCB Hawaii criteria for access. The determination of whether to authorize a pass (badge) is made by the Government. The badges have Radio Frequency Identification (RFID) capability, and will be scanned upon entry onto the installation. Contractor personnel departure from the installation will be recorded by passive RFID receivers. Contactor personnel who have been screened and are determined to be eligible for access will be required to self register at kiosks located at Pass and Registration, building 1637, MCB Hawaii.

The cost of the RAPIDGate Program is $199.00 per year for the Contractor's firm and $179.00 per Contractor employee for a one-year pass. Prices are subject to change by RAPIDGate. Contractors who choose not to participate in the RAPIDGate Program will be required to obtain a 30-day Vendor/Contractor pass from PMO. **Contractor personnel who are issued a Common Access Card (CAC) as a requirement for their positions (specifically access to the Navy Marine Corps Intranet) do not need to participate in RapidGate.**

Base access requirements and procedures may change during the term of a contract. The Contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

9.2 Additional Security Requirements

1. Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to the appropriate personnel for processing and security inspection.

2. Contractor and subcontract empoyees will access MCB Hawaii and other MCB Hawaii properties only for official business in support of the contract and only during the days and hours specified in their business pass. Violation may result in confiscation of the business pass and debarment from MCB Hawaii.

3. Do not pickup, remove, or disturb any ordnance (spent or live ammunition, brass, pyrotechnics, etc) found while on MCB Hawaii and other MCB Hawaii properties.

4. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the sponsoring activity's COR. If your vehicle gets stuck or breaks down, military personnel are not authorized to pull or tow your vehicle.

10. Safety

Contractor Compliance: The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the contractor's safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at http://www.osha.gov/dcsp/vpp/index.html.

Mishap Notification and Investigation: The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Government property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the contracting officer's representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The Government person notified by the contractor will in-turn notify the Safety office. Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant contracting officer, the contracting officer's representative, and/or the cognizant program manager, the contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the Government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the Government personnel until the investigation is completed.

10.1 Fire Drills
The Contractor shall participate in Government conducted fire drills or other emergency type drills. Advance notice of drills may or may not be given. The Contractor must display fire extinguishers or any apparatus that may be required by Government occupants during practice fire drills or actual emergencies.

The Contractor shall comply with requirements for displaying posters furnished by the Government pertaining to fire prevention, health and sanitation measures, accident prevention, etc. The Contractor shall display posters provided by the Government pertaining to nutrition, weight control programs, health and sanitation measures, accident prevention and similar purposes pertinent to Marine Corps activities.

10.2 Contractor Personnel Accountability
The contractor shall be responsible for personnel in the event of a disaster and shall provide **accountability** reports for personnel working under the contract to include: # of employees working at the time of the event, # located (to include # deceased and # injured), and # missing. The report shall be submitted to the COR, designated Point of Contact (POC) or Contracting Officer confirming all personnel have been contacted/located. The first report shall be communicated (oral/written) immediately following the occurrence of a disaster. Subsequent communication shall be reported until all personnel are accounted for.

Check in procedures for contractor personnel shall incorporate the most expeditious accountability with management upon the occurrence of a disaster. Contractor procedures/training shall:

- Provide multiple and redundant means of communication in the event normal communication means are disrupted or nonexistent;
- Ensure all managers, supervisors and employees understand and accomplish their personnel accountability roles and responsibilities;
- Ensure all reportable casualties are reported and included in personnel accountability reports;
- Ensure accurate baseline population counts; and,
- Carry out exercises, at least annually consistent with the guidance herein.

11. Transition
The contractor shall follow the transition plan submitted as part of the proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

12. Related Documents
The following Documents are related to this project:

-Marine Corps Food Service Standard Operating Procedures MCO 10110.14 M
http://www.marines.mil/Portals/59/Publications/MCO%2010110.14M.pdf

-Tri-Service Food Code NAVMED P 5010-1
http://www.quartermaster.army.mil/jccoe/TB_MED_530_SEP_2014.pdf

-Index of Recipes Armed Forces Recipe Service MCO P1011.4G
http://www.quartermaster.army.mil/jccoe/publications/recipes/index/full_index.pdf

-Marine Corps Base Hawaii Master Menu, which outlines the Marine Corps Fueled to Fight Program.
-Food Service Charges At Appropriated Fund Dining Facilities and The Military Academies Effective January 1, 2017 (annual).
http://www.quartermaster.army.mil/jccoe/Operations_Directorate/QUAD/Meal_Rates_Archives/meal_rates_2017.pdf

-Public Law 91-596 Occupational Safety and Health Act (OSHA) https://www.osha.gov/law-regs.html

-Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E).
https://dap.dau.mil/policy/Lists/Policy%20Documents/DispForm.aspx?ID=2789

-DD Form 254
http://www.dss.mil/multimedia/shorts/DDForm254/includes/Student%20Guide_Course0020_DD254.pdf

-DD Form 577 http://www.hqmc.marines.mil/Portals/137/DD-Form%20577_ID%20Number%20Fillable.pdf

-DD From 2971 http://www.med.navy.mil/sites/nmcphc/Documents/Forms/DispForm.aspx?ID=5247

-Cash Meal Payment Sheet NAVMC Form 10298, will be provided by government as required.

-OSHA Voluntary Protection Program (VPP) http://www.osha.gov/dcsp/vpp/index.html

-Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49 AFI 44–141
http://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/AR40-25_WEB_Final.pdf

-DoD 133810-M Published 2016 http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/133810m.pdf
Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

13. Deliverables

The contractor shall provide deliverables as described in the PWS and below.

#	Name	Deliverable	Frequency
2.3.5.	Insurance	Furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts in accordance with work on a government installation clause.	(1) Within 15 calendar days after award, the Contractor (2) This insurance must be maintained during the entire performance period. (3) 30 calendar days written notice to the COR by the insurance company prior to cancellation or material change in policy coverage.
2.4.1.	Medical Requirements	(1) Ensure that all personnel have a current Medical Certificate prior to starting work. (2) Shall be examined for evidence of tuberculosis. (3) Personnel absent from their duties for (30) consecutive days or more shall have a medical examination prior to retuning to duty and provide a medical certificate to the Project Manager. (4) Keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of sanitation cards.	(1) prior to starting work. (2) prior to starting work. (3) A copy of all medical certificates shall be forwarded to the COR/ACOR within (24) hours of the employee's return to work. (4) Copies of medical certificates shall be maintained at the employee’s main duty location, presented upon request of the Government.

2.4.3.	Emergency Medical Care	(1) Report on occurrence of a job-related injury. (2) Prepare an accident report for COR/ACOR	(1) Immediately (2) 24 hrs. After accident is reported.
2.5.	Contractor Personnel	(1) The Project Manager or Alternate shall be available to meet with the COR/ACOR.	(1) 70% of the time, within 60 minutes of a call to meet during operational hours, or available within 2 hours after non-operational hours.
2.6.1.	Key Personnel Qualifications Requirements	(1) Furnish, the names of the key personnel hired to perform work under this contract. (2) Submit the name and detailed resume of key personnel.	(1) With the initial proposal (2) Within 2 days after the start of employment
2.6.5.	Contractor Personnel Meals	(1) Develop a policy to discourage snacking. (2) Provide a refrigerator(s) at the mess hall to store employee meals.	(2) This policy must be maintained during the entire performance period.
2.7.	Location and Hours of Work	(1) Prepare and transport boxed/bagged meals from Anderson hall to Pu'uloa Range	(1) Daily, each meal period
2.7.1. 2.7.3.	Extended Service Hours Performance During a Crisis/Emergencies	(1) Provide services when required by the COR/ACOR	(1) Within 24 hours
2.7.2.	RIMPAC	(1) Provide additional support for Anderson Hall during RIMPAC.	(1) Bi-annual
3. 4.	Food Quality Service Quality	(1) The Contractor Shall be responsible for proving consistently high quality meals.	(1) Daily, each meal period
3.1.	Authorized Personnel to Subsist	(1) Provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated quantities with or without the assistance of military cooks.	(1) Daily, each meal period
3.3.1	Menu Posting	(1) Post the all menu and prices.	(1) Daily , before breakfast
3.3.3.	Menu Changes and Enhancement	(1) Report Menu Changes	(2) In the Contractors Monthly Management Report.
3.3.4.	Menu Substitutions	(1) Manage, inventory, and issue food items in accordance with the MCBH Master menu. (2) Maintain copies of all menu substitutions, correspondence as part in the daily folders	(1) Daily, each meal period (2) As required
3.4.1. 3.4.2.	Special Holiday Meals Requirements Themed Meal Requirements	(1) Provide sufficient personnel, and extension of meal hours. (2) Provide, at their expense, appropriate decorations	(1) Holidays (2) Holiday and Themed Meals
3.4.3.	Mess Deck Support	(1) Provide mess deck requests and coordinate schedules	(1) As required

3.4.4 3.4.5 3.4.6.	Recreational Meals Requirements Box Meal Requests Remote Site Meal Requirements	(1) Provide recreational meals. (2) Provide box meals. (3) Provide meals for units participating in field exercises.	(1) As required (2) As required (3) As required
3.4.7 3.4.8	Hot and cold Beverage Support Fruit Support for Conditioning Hikes	(1) Fill Containers and provide appropriate disposable cups, at their expense. (2) Provide fruit and beverage support.	(1) As required (2) As required
4.1. 4.5.	Quality Control Consequence Contractor's failure to Perform Required Services	(1) Develop a Quality Control Plan (QCP). (2) Hold meetings (3) Report Defects of cleanliness of spaces and related items will be reported to the COR/ACOR.	(1) With the initial proposal (1) Maintained throughout the awarded contract. (2) Weekly until full implementation of the contract. (2) Twice per month. (3) In writing 24hrs (4) Failure to maintain an effective QCP may result in Termination for Default.
4.1.3.	Customer Comments	(1) Provide Meal Comment Cards	(1) As requested by COR/ACOR
4.7.	Food Safety and Sanitation	(1) Implement a Food Safety Plan and cleaning schedule.	(1) With the initial proposal
4.4.1.	Sanitation Training	(1) Attend and teach training classes in the principles and practices of personnel hygiene and food service sanitation to prevent food borne illness. (2) 8 hour initial Sanitation Training (3) 4 hour Sanitation Course (4) Supervisory Personnel shall have successfully completed a formal food service sanitation training program.	(1) Quarterly (2) before initial job is started (3) Annually (4) Certificate will be submitted to the COR/ACOR 10 days prior to contract start date. Certificates shall be renewed annually, and re-submitted on the contract anniversary date.
4.4.2	Inspections	(1) Provide personnel to accompany the agency inspections of review teams.	(1) As required
4.4.3.	Sanitation Inspections	(1) Navy Environmental & Preventative Medicine Unit (NEPME) (2) W.P.T Hill Inspection Team (3) Western Pacific Food Management Team (WPFMT) (4) Marine Corps Installation Pacific Technician Inspection (MCIPAC TI) (5) Installation Food Service, Hawaii Technician Inspections and Quality Assurance Evaluations.	(1) Defects or discrepancies will be reported to the COR/ACOR in writing 24 hrs. After inspection. (2) After Nomination (3/4) Annual (5) Semi-Annual (TI), Quarterly (QAE)

4.4.4.	Food-Borne Illnesses	Notify immediately the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness.	Immediately
5.	Marine Corps Information Management System (MCFMIS)	(1) Provide sufficient personnel to support the MCFMIS program. (2) Maintain Daily Folders (3) Generate Subsistence Operational Analysis Reports (4) Prepare letters, reports, and other administrative documents (5) Maintain accountability of all subsistence items.	(1) Daily, each meal period (2) Daily, each meal period (3) Quarterly and Yearly (FY) (4) Daily, each meal period (5) Weekly
5.1.	Food Service Storage and Warehouse	(1) Provide sufficient personnel to support all areas of Food Service storage & warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and administrative documentation. (2) Maintain the property warehouse and conduct inventory.	(1) Daily, each meal period (2) Monthly
5.1.1.	Storage	(1) Issue, inventory, and maintain stock levels required identified in the PWS.	(1) Daily, each meal period
5.1.2.	Subsistence Handling	(1) Receipt for all prime vendor deliveries with 100% visually inspections. (2) Provide inventory on all subsistence items	(1) Upon truck delivery, daily (2) Daily, each meal period
5.2.	Cashier/Meal Verification Supervisor Services	(1) Responsible for collecting funds generated from the sales of the meals. (2) Provide sufficient cashiers. (3) Cashiers will be assigned in writing and have a DD form 577 complete. (4) A minimum of (5) cashiers with CAC will be available during. (5) Turn over funds collected with supporting cash meal payments sheets/supporting documentation to the Government.	(1) Daily, each meal period (2) Daily, each meal period (3) 3 days prior to appointment (4) Daily, during all meal periods (5) Weekly or as required base on monetary limits.
6.	Provide Meals in a Timely Fashion	(1) Mange the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered.	(1) Daily, each meal period
6.1.	Food Preparation and Serving Requirements	(1) Providing sufficient personnel to prepare products, service, and support: Main, specialty, snack, flight, and carry out lines, with or without the assistance of Military cooks. (2) Obtain food from the Chief Cook/Store Room for each meal and accomplish all tasks as required by the Pro-Guide and Pre-Prep.	(1) Daily, each meal period (2) Daily, each meal period

6.1.2.	Serving Lines	(1) Service, maintain, and clean the all serving lines, and the patron self-service areas; and serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. (2) Use separate utensils for each food item served (3) Move full serving containers to serving lines and remove empty containers (4) Maintain proper temperatures on the serving lines (5) Breakdown serving lines (6) Clean serving lines	(1) Daily, each meal period (2) Daily, each meal period (3) Daily, each meal period (4) Daily, each meal period (5) (15) minutes after the end of the meal period. (6) within (60) minutes after the lines are broken down
6.1.3	Garnish	(1) May provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.	(1) Daily
6.1.4.	Self Service	(1) Clean all spills, food debris, or liquids. (2) Clean toasters and microwaves	(1) Within (5) minutes of occurrence. (2) Daily, each meal period
6.1.5.	Salad Bar Menu	(1) Process fresh fruits and vegetables	(1) not more than (18) hours prior to use
6.1.6.	Fitness Menu	(1) Provide a Fitness Menu	(1) With the initial proposal (2) Daily
6.1.7.	Beverage Service	(1) Service all beverages dispensers	(1) Daily
6.1.7.1.	Ice Distribution	(1) provide ice manually from the ice dispenser located elsewhere (2) Remove all ice from the storage compartments and clean the interior of all ice making machines	(1) Daily, before and during meal period (2) Weekly
6.1.9.	Ice Cream	(1) Monitor and have ice cream available throughout the serving period.	(2) Daily, each meal period
7.	Provide Meals in a Clean and Pleasant Establishment	(1) Provide a clean table and chair (2) Provide steady re-supply of dishes, utensils, condiments and supplies to all serving areas	(1) Daily, each meal period, without waiting (2) Daily, each meal period, without waiting
7.1.	Material Handling	(1) Assist the Government by complying with the base-recycling program	(1) After every meal and closing of the facility.
7.2.	Cleaning Housekeeping	(1) Submitted in writing cleaning, housekeeping, and amenities plan.	(1) 14 days before the contract start date.
7.3.	Exterior Cleaning	(1) Shall sweep and clean in and around entrances, exists and sidewalks. (2) Shall empty, clean and reposition all cigarette ash receptacles (3) Sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. (4) Fly-fans will be dusted and cleaned (5) Clean all windows and screens (6) Shall remove, clean and return all garbage and trashcans (7) Addition cleaning or maintenance	(1) Daily, after each meal period (2) As required (3) Daily, once (4) Weekly (5) Weekly (6) Daily (7) As required

7.3.1.	Exterior Ground Maintenance	(1) Create a pleasant outdoor environment. (2) Responsible for the care, landscaping and grounds sounding the food service facilities within (20) feet. (3) Grounds mowed (4) Water plants (5) Shall rake, mulch, and prune (6) Exterior of building (7) Cleaning and maintenance of picnic tables, and butt cans	(1) Daily (2) As Required (3) No more than 3 inches tall (4) As required (5) As required (6) monthly or as required (7) As required
7.4.	Interior Cleaning	(1) Spot clean all walls, baseboards, windows, window ledges, doors, and door frames. (2) Dust trophies, sport memorabilia, and display cases (3) Glass panes, inside and out (4) Polish all metal surfaces that require polishing (5) Clean and sanitize all restroom and locker rooms (6) Keep all paper towels, toilet paper, and hand soap dispensers (7) De-scaled toilets and urinals	(1) Weekly (2) Weekly (3) Daily (4) Weekly (5) Daily, after each meal period (6) At all times (7) Weekly
7.4.1.	Floor Cleaning	(1) Preform spot cleaning (2) remove all "scuff marks". (3) Preform floor waxing (4) Shall remove all dirt and deposits of old wax using wax stripper. (5) Clean the throats and covers of all floor drains	(1) Daily, during all meal periods (2) As required (3) Monthly (4) As required in PWS (5) Daily, after each meal period
7.4.2.	Dishwashing Service	(1) Provide a minimum of (3) personnel per scullery (2) Clean interior and exterior surfaces of dishware dispensers, try racks and carts. (3) Sort all dishware and utensils (4) Return all dishes and dinnerware to their respective storage areas after each meal. (5) Clean dishware, trays and flatware. (6) Notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained (7) Perform dish washing by hand. (8) both dishwashing areas	(1) Daily, during and after each meal periods. (2) Daily, after each meal period (3) Daily, during and after each meal periods. (4) Daily, after each meal period (5) Daily, during and after each meal periods. (6) Immediately (7) As required follow PWS (8) As required
7.4.3.	Pot/Pan Washing	(1) Drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals. (2) Remove lime and scale deposits (3) Complete the entire dishwashing operations (4) Clean and sanitize cooking and serving equipment (5) Cleaning oven and conveyor toasters racks (6) Clean the pan washing room or area	(1) Daily, after each meal period (2) Weekly (3) No later than (90) minutes after the conclusion of each scheduled meal period. (4) Daily, after each meal period (5) Twice, per week (6) Daily, after each meal period

7.4.4.	Equipment Cleaning	(1) Thoroughly clean food serving equipment, tables, and work area (2) Clean the interior of ventilating hoods (3) Clean all removable grease filters (4) clean "pass through" and other types of food holding spaces (5) Responsible for removing then returning the food items to their original position after cleaning	(1) Daily, after each use (2) Daily, after each use (3) Weekly (4) Daily, after each meal (5) As required
7.4.5.	Furniture	(1) Physically move dining room furniture	(1) vary each month
8.1.2.	Government Furnished Property	(1) Conduct a joint inventory	(1) Prior to the start date
8.1.3	Government Furnished Supplies	(1) Conduct a joint inventory (2) Maintain adequate Government Furnished Supplies (3) Provide all laundering service for tablecloths	(1) Prior to the start date (2) Daily, all times (3) As required
8.2	Additional or Replacement Equipment	(1) Submit requests for additional or replacement equipment/supplies (2) Responsible for maintaining property records (3) Develop a property control system (4) Report the loss, damage or destruction (5) Minor Property Inventory (6) Joint Minor Property Inventory	(1) As required (2) Monthly (3) 14 days after the contract start date. (4) Verbally, written report 5 days (5) Monthly, per PWS (6) Monthly, per PWS
8.4.	Shut down and Service Calls	(1) Prior approval requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment (2) Perform service call work	(1) Submitted 72 hrs. in advance (2) As required
8.5.	Maintenance and Repair	(1) Perform required (minor and major) maintenance (2) Provide all materials and supplies necessary to perform required maintenance (3) Maintain and repair all walk-in and reach-in type refrigerator units (4) Connect and disconnect all utility lines (5) Furnish all food preparation and serving equipment replacement parts (6) Verbal or hand written lists and input	(1) Daily (2) As required (3) As required (4) As required (5) As required (6) Yearly
8.5.1.	Maintenance and Repair Contractor Responsibilities	(1) Manage the total work effort associated with the maintenance, repair and all other services (2) Provide an adequate staff (3) Preventive Maintenance Inspections and Services	(1) Daily (2) Daily (3) Monthly
8.5.2.	Office Equipment	(1) Shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. (2) Shall provide all necessary office and administrative supplies (3) Responsible for all reproduction requirements (4) Responsible for proper security of Contractor supplies and belongings	(1) As required (2) As required (3) As required (4) Daily

8.6.	Other Supplies and Services	(1) Contractor will provide all laundering service	(1) As required
8.6.1.	Commercial Telephone Service	(1) May request off-base commercial telephone service	(1) As required
8.6.2.	Personnel Protective Equipment	(1) Furnish all safety, and hearing protection for all hazardous areas	(1) As required
8.6.3.	Uniforms	(1) Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. (2) Provide employee uniforms, name tags, and special-type clothing as described herein. (3) Furnish bimetallic thermometers for appropriate contractor employees (4) shall not wear jewelry	(1) As defined in PWS (2) As defined in PWS (3) As defined in PWS (4) As defined in PWS
8.6.3.1	Uniform Allowance	(1) Furnish all employee a with an adequate number of uniforms	(1) As defined in PWS
9.	Security	(2) Comply with all current Marine Corps Base Hawaii security requirements. (3) No Foreign National will be employed (4) Work under this contract requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) (5) Shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. (6) Authorized users of the MCEN shall receive initial Information Assurance (IA) Training (7) Submit a list of employees by name that will be performing tasks on this contract.	(1) Prior to the start date (2) Daily (3) Duration of contract (4) All Supervisor and Key Billets for the duration of contract (5) Duration of contract (6) Annually (7) 10 days prior to start of the contract. (7) Monthly

9.	Security Requirements	(1) Comply with all current Marine Corps Base Hawaii security requirements. (2) No Foreign National will be employed (3) Work under this task order requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) (4) Shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this task order. (5) Authorized users of the MCEN shall receive initial Information Assurance (IA) Training (6) Submit a list of employees by name that will be performing tasks on this contract.	(1) Daily (2) Duration of contract (3) All Supervisor and Key Billets for the duration of contract (4) Duration of contract (5) Annually (6) 10 days prior to start of the contract. (6) Monthly
10.	Safety	(1) Comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). (2) Participates in the OSHA Voluntary Protection Program (VPP). (3) shall notify (4) Secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office.	(1) As defined in PWS (2) As defined in PWS (3) Within four (4) hours (4) As required
10.1	Fire Drills	(1) participate in Government conducted fire drills or other emergency type drills (2) Display fire extinguishers (3) Shall comply with requirements for displaying posters	(1) As required (2) As defined in PWS (3) As defined in PWS
10.2	Personnel Accountability	When required, provide accountability reports.	As defined in PWS.

14. Performance Requirement Summary (PRS)

SOW PARA	Performance Objective	Performance Standard	AQL	Surveillance Method
4.4 7.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Sanitation requirements of the Tri-Service Food Code and state and local laws/regulations.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position for the ordering, receiving issuing, preparing, serving, and cleanup of the MCBH Master Menu.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
2. 6.1.	The contractor and subcontractor shall adhere to all state and federal laws, and Marine Corps rules and regulations.	Abides by all laws and regulations. No injuries or incidents that result in the loss of work or work stoppage.	No state or federal violations; 95% adherence to base regulations.	Completes all on-line training and attends specified training opportunities. Food Safety and sanitation briefings. All incidents reported.
10.	The contractor and subcontractor shall not perform unsafe acts to could cause harm to themselves or others and does not violate base safety regulations.	Abides by all base safety regulations and those identified by the food service staff.	95% accident free	Attends base safety training, receives safety briefings from food service staff and appropriate military personnel.
8.5.1.	The contractor and subcontractor shall Provide operator maintenance and minor/major repairs of food service equipment. In accordance with PWS.	Routine-Repair within 4 days. Urgent-Repair within 2 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	Routine-Repair within 5 days. Urgent-Repair within 3 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	During Inspections: 95% of the equipment necessary to cook, clean or sanitize for each meal period will be available.

3. 3.3 4.	The contractor and subcontractor shall managing subsistence, supplies and equipment necessary to service the guests in accordance with the PWS.	Result in 100% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Result in 95% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.2.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Proper accountability of all cashier transactions, with a less than .01% error rate.	Ensure cash deposits are 100% accurate and turned in by the next business day. Perform cashier services and ensure cash deposit is accurate and turned in on time.	Proper accountability of all cashier transactions, with a less than .01% error rate.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.7.3 6.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in there is no impact of food service operation during regular and contingency operations.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 5 food servers cooks.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 4 food servers cooks.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.	The contractor and subcontractor shall meet scheduled deadlines and deliver products in the time requested.	Meets 100% of deadlines imposed by the COR.	95% of tasks are completed within the timeframe prescribed.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
3.1. 6.	Prepare food IAW recipe cards and Performance Work Statement	100% of menu items/meal period as provided by the government.	95% of menu items/meal period as provided by the government.	QAE inspection and Food Tech/FSO walk thru. Customer Complaint from Senior Cook on duty.

15. Wage Determination

The wage determination applicable for this solicitation is CBA-2017-10354and is attached to this contract. The referenced CBA is also attached. Summary table has been deleted and replaced by including the CBA in its entirety.

15.1 Unit Price Adjustments in Option Periods

This contract incorporates a Service Contract Act (SCA) Area Wage Determinations (AWDs) based on a Collective Bargaining Agreement from the previous service provider. The Wages in the contractor's proposal are to utilize the WD rates for the WD/CBA as indicated below for the base period and all option periods. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Act—Price Adjustment Clause, FAR 52.222-43 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees in the option periods of performance. In accordance with the referenced clause, the contractor may be entitled to an adjustment in contract price only when a new SCA or CBA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

15.2 Annual Wage Rate Determination and Rate Calculation

(a) This procurement is subject to the requirements of the Service Contract Labor Standards (formerly Service Contract Act of 1965).
(b) The Contractor agrees to furnish the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.
(d) If the wage rate differs from prior year, the Contractor must submit a claim of adjustment within 30 days of receipt of the new wage determination to the Contracting Officer. However, the Contracting Officer may extend the 30 day submission period in writing. The Government has the authority to examine all supporting records and documentation.
(e) The following provides guidance on the process when requesting an adjustment: For the labor category adjusted by the revised wage determination, the current rate should be subtracted from the revised rate. Additionally, the difference in fringe must also be calculated. The difference in the wage rate and fringe must be added together, with the result being multiplied by the number of total hours performed. The result is the total adjustment amount. The Contracting Officer will issue a modification to reflect the required adjustment.

OPTION FOR INCREASED SERVICES – Separately Priced Line Items

The Government may require the delivery of the numbered Contract Line Item Numbers (CLINS) 0004AA-AC, 1004AA-AC, 2004AA-AC, 3004AA-AC, and 4004AA-AC identified in the schedule as optional Surge Services CLINS in the quantities and at the prices stated in the schedule. The Contracting Officer may exercise any of these options by written notice to the Contractor within 2 days from performance start date. If options are exercised for less than the quantities listed in the SUBCLIN, the total price for the exercised SUBCLIN shall be prorated for the amount of hours exercised.

PWS ATTACHMENTS

Solicitation M00318-17-R-0003
M&MA Services for MCBH
PWS Attachments

A) Wage Determination – See below
B) GFP List – See Attached Document
C) Master Menu Documents – See attached 15 documents

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: CBA-2017-10354

Diane Koplewski
Director

Division of
Wage Determinations

Revision No.: 0
Date Of Last Revision: 9/11/2017

State: Hawaii

Area: Honolulu

Employed on Marine Corps Base Hawaii, Kaneohe, Regional Contracting Office contract for Management and Mess Attendant Services for Marine Corps Base Hawaii, Kaneohe Bay.

Collective Bargaining Agreement between contractor: (Subcontractor) Blackstone Consulting, Inc., and union: Industrial, Technical and Professional Employees Union, OPEIU Lo Local 4873, effective 1/1/2017 through 12/31/2019.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)

The Offeror shall complete only paragraph (j) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision --

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: ``Guidance for Executive Order 13673, `Fair Pay and Safe Workplaces' ". The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).

(8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of ``labor laws''.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: ``Administrative merits determination", ``Arbitral award or decision", paragraph (2) of ``Civil judgment", ``DOL Guidance", ``Enforcement agency", ``Labor compliance agreement", ``Labor laws", and ``Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___ .

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also

incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (___) is, (___) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, (___) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

___

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate
signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (___) has, (___) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."
(2) Foreign End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," ``commercially available off-the-shelf (COTS) item," ``component," ``domestic end product," ``end product," ``foreign end product," ``Free Trade Agreement country," ``Free Trade Agreement country end product," ``Israeli end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	**Country of Origin**
___	___
___	___
___	___

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
___
___
___

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
___	___

___	___
___	___

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appear rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at* 22.1503*(b)*.]

(1) *Listed end products*.

Listed End Product	Listed Countriesof Origin
___	___
___	___
___	___

(2) *Certification*. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block*.]

[___] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[___] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (___) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (___) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (___) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (___) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[___] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (___) does (___) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[___] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (___) does (___) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(___) TIN: ----------.

(___) TIN has been applied for.

(___) TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other ----------.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .
TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation. The Offeror represents that--

(i) It [___] is, [___] is not an inverted domestic corporation; and

(ii) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [___] is or [___] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ___ (or mark ``Unknown").

Predecessor legal name: ___ .

(Do not use a ``doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [___] does [___] does not anticipate submitting an offer with an estimated contract value of greater than $50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [___] does [___] does not anticipate submitting an offer with an estimated contract value of greater than $500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[___](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[___](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and theContracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately
if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does'' in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: ___ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information

Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

_____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)). Please note this clause only applies to 8(a) small business concerns for this solicitation. FAR clause 52.219-14 does not apply to any Randolph Sheppard Act (RSA) state licensing agency (SLA) that may submit a proposal.

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

____ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

_____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (OCT 2015) of 52.223-13.

_____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

X (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

_____ (ii) Alternate I (May 2014) of 52.225-3.

_____ (iii) Alternate II (May 2014) of 52.225-3.

_____ (iv) Alternate III (May 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

X (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi)52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS--PARTNERSHIP AGREEMENT (MAR 2016)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by ____.

[Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by the SBA.]

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas, unless--

(i) The SBA has determined that there are no small business manufacturers or processors in the Federal market place in accordance with FAR 19.502-2(c);

(ii) The acquisition is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, in which case a small business concern may furnish the product of any domestic firm; or

(iii) The acquisition is a construction or service contract.

(2) The ____ [insert name of SBA's contractor] will notify the ____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

This clause is tailored to reflect the following exception: competition is limited to RSA SLA and 8(A) small business concerns with priority given to the SLA IAW with the Randolph Sheppard Act and implementing U.S. Department of Education regulations.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0002	08-Nov-2017		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MCBH-KANEOHE BAY COMMANDING OFFICER (CODE RCO) (ATTN: EILEEN KEATING CARNAGGIO) BOX 63063, BLDG. 209 KANEOHE BAY HI 96863-3063	M00318	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
	X	9A. AMENDMENT OF SOLICITATION NO. M0031817R0003
	X	9B. DATED (SEE ITEM 11) 25-Sep-2017
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to provide the question and answer below; add clause 52.222-62; revise PWS paragraph 9, Security, along with related deliverables; and, provide a minor edit in paragraph 15 (see highlights for additions and redlines for deletions). The due date is extended to 11/20/17 2 PM HST. All other terms and conditions of the solicitation remain unchanged.

Question: There is a new Executive Order (Executive Order 13706) signed on September 7, 2015 which requires the Federal Contractors to provide 56 hours/7 days of paid sick leave annually for any contracts that result from solicitations issues on or after January 1, 2017. IAW the EO, we are required to provide 7 days of paid sick leave, even though the current CBA says 4 days a year. Please confirm that offers must follow the EO.

Answer: Yes, the EO is still in effect and the implementing clause, FAR 52.222-62, Paid Sick Leave Under Executive Order 13706, is hereby incorporated.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 08-Nov-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs ``on'' a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs ``in connection with'' a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 16-Nov-2017 02:00 PM to 20-Nov-2017 02:00 PM.

The following have been modified:

PWS

Performance Work Statement (PWS)

Management and Mess Hall
Attendant (M&MA) Services for Marine Corps Base Hawaii (MCBH)

1. Vision Statement

To remain responsive to Marines needs for high-quality and nutritious meals.

1.1 Introduction

The contractor shall effectively plan, develop and execute a cost-effective Marine Corps Base Hawaii, Kaneohe Bay Food Service program while maintaining occupational proficiency for food service Marines (MOS 3381).

1.2 Mission

Safely serve fresh nutritious, wholesome, quality meals while complying with the Marine Corps expanding diversity of ethnic, cultural and nutritional requirements for our warfighter.

1.3 Background

The Director, Headquarters United States Marine Corps (USMC), Food Service and Subsistence Program is responsible for the overall food service operations for the Marine Corps.

The Contracting Officer (KO) will have overall contractual authority to the maximum extent practicable, consistent with law.

The Contracting Officers Representative (COR) and Technical Representative (TR) will function as the Installation Contracting Officer Representatives respectively.

The Quality Assurance Evaluator (QAE) will be tasked to assess and monitor contract performance.

The Installation Food Service Officer (FSO) or official designee will continue to function as a special staff officer within the military chain of command, advising commanders and coordinating efforts on all matters pertaining to MCBH Management and Mess Hall Attendant (M&MA) Services.

1.4 Scope

There are seven primary goals of the Marine Corps Base Hawaii, Management and Mess Hall Attendant (M &MA) Services Contract:

Goal 1. Provide high quality meals that meet or exceed the nutritional requirements in accordance with Fueled to Fight (F2F), and Marine Corps Base Hawaii Master Menu.
Goal 2. Provide meals that are prepared in accordance with (IAW) food safety standards.
Goal 3. Provide meals in a clean and pleasant establishment.
Goal 4. Provide meals in a timely fashion.
Goal 5. Provide capable and responsive food service and facility management.
Goal 6. Provide sustainment of Government Furnished Property.
Goal 7. Provide a training platform to Food Service Marines assigned to Management and Mess Attendant (M&MA) Mess Halls.

2. General Requirements

The base period of performance for Marine Corps Base Hawaii, Food Service Contract shall begin 01 March 2018 through 28 February 2019 with four option years.

The Contractor shall provide all management, personnel, tools, and supervision necessary to perform management, administrators, inventory control, ordering control, food preparation, mess attendant, food service workers, food preparation and serving equipment maintenance and repair, motor vehicle operation, cashiers at facilities associated within the Marine Corps Base Hawaii Food Service Program as defined in this Contract.
The Contractor shall perform to all standards and requirements described at the food service facilities listed herein.

A brief explanation of the various types of services required under this contract is listed below.

(1) Administrative Support and Clerical:
-Administrative Assistant (Technical Representative and Project Manager)
-Accounting Clerk II (Marine Corps Food Management Information System ((MCFMIS))/Point of Sale ((POS)) administrator)
-Accounting Clerk II (STORES Web/ SABRS administrator)
-Orders Clerk I (Common Logistics Command and Control ((CLC2S)) Orders Clerk/ PR Builder Orders Clerk)
-Secretary I

(2) Food Preparation and Mess Attendant Services:
-Baker
-Cook I
-Cook II
-Dishwasher
-Mess Attendants
-Food Service Worker

(3) General Services and Support Occupations:
-Janitor
-Laborer, Ground Maintenance
-Window Cleaner

(4) Landry, Dry-Cleaning, and Pressing:
-Presser, Machine, Wearing Apparel, Laundry

(5) Materials Handling and Packing:
-Store Worker I (Storeroom/Property/PR builder)

(6) Mechanics and Maintenance and Repair: (Food Preparation and Serving Equipment Maintenance and Repair)
-Electronics Technician Maintenance I
-General Maintenance Worker

(7) Transportation/Mobile Equipment:
-Truck driver, Light

(8) Miscellaneous:
-Cashier

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Marine Corps Food Management Information Systems (MCFMIS) such as: Production Worksheet, Menu Scaled Recipe, Issues, Issue Summary, Pull Sheet, Menu Scaled Ingredient Labels, Post Meal Counts, Food Items and Recipe, and Daily Coat Analysis.

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Department of Defense Single Stock Point for Military Specifications, Standards and Related Publications (DODSSP) Collection such as: Custodian Asset Report (CAR), Custodian Inventory Report (CIR), Mess Hall Equipment Replacement Record (MERR), National Stock Number (NSN), and Minor Property Report.

2.1. Non-Personal Services

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required work under this contract. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to

manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the KO immediately.

2.2. Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3. Contract Administration and Management

Contractor managerial functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional-style food service establishments.

Contractors will perform their duties alongside of military food service personnel. The Contractor shall comply with the Marine Corps Base Hawaii Master Menu and authorized changes, MCO P1011.42B (Armed forces Recipe Service), The Marine Corps Food Management and Information System (MCFMIS) and all authorized changes made by the Installation Food Service Officer/Food Technician. All food prepared in the food service facilities shall be prepared and stored in accordance with provisions contained in NAVMED P5010-1, Tri-Service Food Code (TSFC).

2.3.1. Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between TR and the contractor's corporate offices. Additionally, the contractor must maintain continuity between the support operations at local installations and the contractor's regional and/or district offices.

2.3.2. Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer requirements. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support the Marine Corps Base, Kaneohe Bay Food Service Contract. The contractor shall assign work effort and retain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3. Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make all necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract requirements both on and off site. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.3.4. Right of First Refusal

Upon award of the contract, the contractor and its subcontractors are required to offer those service employees that are employed under the predecessor contract, and whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. Therefore, the contractor shall comply with the Non-displacement of Qualified Workers clause 52.222-17 in this contract.

2.3.5. Insurance

Within 15 calendar days after award, the Contractor shall furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts not less than the minimums specified below and in accordance with the FAR

52.228-5, insurance – work on a government installation clause. This insurance must be maintained during the entire performance period.

The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

- Comprehensive General Liability: $1 million per occurrence.
- Automobile Liability: $200K per person, $500K per occurrence for bodily injury, $20K per occurrence for property damage.
- Employee's Liability Coverage: $100K, expect in states where workers' compensation may not be written by private carriers.
- Worker's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
- Liability to Third Persons: in the amount of $1 million per claimant and $2 million per incident.
- Other as required by State Law.

2.4. Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors shall add subcontractors to their team after receiving consent from the KO. Cross teaming may or may not be permitted.

2.4.1 Medical Requirements

The Contractor shall ensure that all personnel have a current Medical Certificate (DD form 2971) prior to starting work. All Contractor personnel shall be examined for evidence of tuberculosis. The medical screening shall be in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC), all forms will be maintained by the Contractor in accordance with Health Insurance Portability and Accountably Act (HIPAA) and the privacy act. The Contractor shall keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of their DD form 2971.

2.4.2. Contract Employee Health

The Contractor shall comply with requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC). The Government reserves the right to remove or direct the Contractor to remove any employee that the Government believes may have a communicable disease. Removal of a contract employee because the employee may have a communicable disease shall not relieve the Contractor from responsibility to perform under this contract.

2.4.3. Emergency Medical Care

Only Emergency medical care is available at the Navel Regional Medical Clinic to the Contractor employees who require immediate medical treatment resulting from on-the-job injury. The Government on a reimbursable basis will provide emergency medical transportation to a community medical facility. Cost and reimbursement policy will be rendered by the KO.

The Contractor shall immediately report an occurrence of a job-related injury. The Contractor shall prepare an accident report and forward the original and one copy to the COR/ACOR within 4 hours.

2.5. Contractor Personnel

The Contractor shall provide an on-site Project Manager to be responsible for performance of the work. The Project Manager shall be on-site at least 70% of the operational time. In the absence of the supervisor, a lead worker shall be placed in charge and shall have supervision as his primary function during the times he is in charge.

During Mess hall operating hours, the Project Manager or Alternate shall be available to meet with the COR. at the mess hall, within 60 minutes of a call to meet. After close of the mess hall for the day, the Project Manager shall be available within 2 hours for discussions.

2.5.1. Conduct, Conflicts of Interest, and Other Issues

Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove immediately from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

The Contractor shall employee professionally and technically qualified personnel to perform the work specified and to ensure that the quality of services performed meet the performance standards specified.

The Contractor shall not employ off-duty quality assurance personnel or any individual who has received a persona non grata, nor any person who is an employee of the United States Government, when employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Department of Defense, Military or Civilian. The Contractor shall not employ family members of Military food service personnel assigned or near the vicinity of the Food Service Facilities.

The Contractor is cautioned that off-duty/active personnel hired under this contract may be subject to permanent change of station orders, change in duty hours, or deployments, which could have an impact upon his/her staffing. Military Reservists and National Guard members may be subject to recall for active duty. Their absences at any time shall not constitute an acceptable excuse for non-performance under this contract.

A strike by the Contractor's employees does not constitute justification for non-performance of any part of this contract.

2.5.2. Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined by the Wage Determination List under the Department of Labor, labor rates, and man-hours utilized in the execution of the Performance Work Statement (PWS) line items issued hereunder will be the minimum necessary to accomplish the work. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

The use of alcoholic beverages and illegal drugs, or incapacitating agents while on duty, is strictly forbidden. The contractor shall immediately remove and replace employees who are under the influence of such substances without causing a disruption in services.

2.6 Capable and Responsive Management and Staffing

The Contractor shall provide all requisite management resources and staffing needed to accomplish the work delineated in this PWS. Anticipating and planning for changes in the work environment, including changes in the demand for meals or other food services is a fundamental part of this management requirement.

2.6.1 Staffing Requirements

The contractor shall provide all staffing required to accomplish the work described in the PWS. The following are the minimum requirements for staffing. The contractor has the discretion to decide to provide additional staffing beyond what is listed below at no additional cost to the Government in order to meet the requirements of the PWS.

Required Jobs: Key Billets

-Project Manager (a person in charge of Mess Hall Operations and employees working under the company). It is mandatory for 1 full-time person to hold this position.
-MCFMIS Operator- places subsistence orders please see Section 5 on page 60 of the original solicitation. It is mandatory for 1 full-time person to hold this position.
- Production Chef (aka Head Chef/Executive Chef). It is mandatory for 1 full-time person to hold this position.

- Cooks I/II- enough to support the meals listed in 3.2 page 52. It is mandatory to have a minimum of 16 full-time personnel to hold these positions.
- Bakers- enough to support all meal listed in 3.2 page 52. It is mandatory to have a minimum of 3 full-time personnel to hold these positions.
- Maintenance Technicians- Works on all food service equipment in the facility. It is mandatory to have a minimum of 2 full-time personnel to hold these positions. Tasks may include and be combined with the requirements for the electrical maintenance and light truck driving duties.
- Accounting Clerk- STORES WEB/SABRS; Orders Clerk- PR Builder/CLC2S; and Secretarial duties. ,Iit is mandatory to have a minimum of 2 full-time personnel to fulfill these positions/responsibilities/duties.
-Cashiers. It is mandatory to have a minimum of 5 full-time personnel to hold these positions.
-Food Sanitation Specialist. It is mandatory to have a minimum of 41 total full-time personnel to fulfill these positions. These positions have the following job responsibilities/duties: Mess Attendant duties; Food Service Work duties; Janitorial duties; Window cleaning duties; Store Worker duties in the Storeroom (it is mandatory to have a minimum of 3 of the 41 full-time personnel assigned to this duty); Store Work duties in the Property room (it is mandatory to have a minimum of 2 of the 41 full-time personnel assigned to these duties; and Dishwashing duties (it is mandatory to have a minimum of 6 of the 41 full-time personnel assigned to this duty). Please note 3 dishwashers are required per scullery, and 2 scullery's are to be manned for all shifts with a 3rd scullery available for over-flow as needed.

2.6.1.1 Qualifications Requirements

The Contractor shall furnish, with the initial proposal, the names of the key personnel hired to perform work under this contract. The names are to be accompanied by a brief personal history statement including, but not limited to, a record of employment covering the immediately preceding year and other mess attendant related jobs.

b. Must possess the following experience, at a minimum:

1. The Project Manager: shall, within the past 10 years, have 8 years' experience; consisting of a minimum of 5 years supervisory experience, and 5 years management experience in volume food service providing complete meal service. The project manager must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 10 years and pay grade of E-9, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed Project Manager is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 10 years must have been in a supervisory status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

(2). Marine Corps Food Service Information System (MCFMIS) Operator shall, within the past 10 years, have 5 years' experience; consisting of a minimum of 5 years supervisory experience, and 3 years management experience in volume food service providing complete meal service. The MCFMIS operator must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 6 years and grade of E-6, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed MCFMIS Operator is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 3 years must have been in a status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

3. Production Chef – is the Head Chef/Executive Chef in Charge of all the areas production schedules, employees, and number of cooks assigned to include the Snack Line and Satellite Facility: Shall, within the past 10 years, have 5 years' experience in complete orders from steam tables, placing food on plates and serving customers at counters. Have grilled and garnished hamburgers or other meats such as steaks and chops. Grilled, cooked, and fried foods such as french fries, eggs, and pancakes. Perform simple food preparation work such as making sandwiches, carving meats, and brewing coffee. Take orders from customers and cooked foods requiring short preparation times, according to customer requirements. Clean food preparation equipment, work areas, and counters or tables. Also, possess knowledge in preparation of hot food items using sautéing, roasting and baking skills and performing work such as volume preparation of soups, salads, gravies and other foods constituting a snack line item. Possess knowledge of progressive cookery and high standard of quality for preparation and service of food.

(a) Military food experience at a minimum with 4 years and pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of the Production Chiefs to the Contracting Officer via the COR/ACOR within two (2) days after start of employment. It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in the position shall be identified (complete name resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of the any personnel changes.

4. Cook: Shall, within the past 5 years, have 3 years' experience functioning in every aspect of introductory food preparation, storage, cooking, baking, knife skills, weighing and measuring, production methods, presentation standards, garnishing techniques and serving. Qualifications required include basic skills in math and reading, ability to follow recipes, communicate, and work closely with others.

(a) Military food service experience at a minimum have 3 years in pay grade of E-5 or below may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of cooks to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

5. Bakers: Shall have, within the past 10 years, 5 years' experience in volume preparation of baking goods. Must possess the ability to prepare breads, rolls, muffins, cookies, pies cakes, doughnuts, biscuits, and other pastries, including icings and frostings, according to established recipes. Prepares components, gelatins, custards, meat pies, fillings, and other finishes as required. Ability to prepare all types of baked goods. Cleans and maintains work areas, utensils, and equipment. (Experience shall include but not limited to pies, cakes, breads, rolls, biscuits, sweet rolls, doughnuts, icings, sauces, glazes, puddings, and gelatin products.)

(a) Military food service experience at a minimum have 5 years in pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of bakers to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

6. Maintenance Technician: Will fall under the purview of the contractor project manager. Repairman, in coordination with the Responsible Officer and Property Chief, will perform his/her duties alongside military food service personnel. The Contractor shall comply with the MCO P4450.7E Marine Corps Warehousing and authorized changes. All equipment maintenance in the mess hall shall be in accordance with provisions contained in Marine Corps Safety Program, OSHA and technical manual requirements.

(a) Must possess the following experience, at a minimum: 3-5 years' experience required; Ability to work a flexible work schedule, including weekends and holidays; Demonstrated knowledge of electrical and mechanical systems and instruments; Proficient use of basic electrical and mechanical troubleshooting instruments; Ability to read and understand warning and instruction labels; Follow written and oral instructions; Familiar with various welding techniques and procedures; and Food industry experiences a plus.

(b) The contractor shall submit the name and detailed resume of service repairman to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

2.6.1.1 KEY PERSONNEL

The personnel listed below are considered essential to the work being performed hereunder. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer 15 working days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. No change in personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. However, in urgent situations, as determined or agreed to by the Contracting Officer, an oral request to substitute key personnel may be approved and subsequently ratified by the Contracting Officer in writing. Such ratification shall constitute the consent of the Contracting Officer required by this paragraph. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on the substitution(s). In the event the proposed substitution of key personnel does not meet or exceed the education, experience, and other technical requirements of the personnel being replaced, the Government reserves the right to require continued performance of previously approved key personnel or to require substitution of acceptable replacements for the individuals specified below. The key personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator
TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cooks
TBD at time of award of contract	Bakers
TBD at time of award of contract	Maintenance Technician

2.6.2 Contractor Manpower Reporting Language for Contract Performance Work Statements

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Food Services via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/"

2.6.3. Employee Breaks
Employee breaks (rest periods) shall not be taken during the periods of meal preparation, serving, or post meal periods without the approval of the Project Manager. Breaks shall be taken in designated areas only. Contract employee's breaks shall not interfere with contract employees performing services.

Contractor employees shall not loiter, congregate or sleep, in working or patron areas.

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

2.6.5. Contractor Personnel Meals
Personnel who are employed in the food service facilities under this contract may purchase meal while on duty and up to 30 minutes before or after their shift. The Contractor personnel dinning times shall not interfere with performance of this contract. The Standard meal portions will be available to the Contract employees. The rate charges shall be the Standard meal rate, as provided by the government in official correspondence.
The Contractor shall, before any meal consumed, pay for the meal with the cashier at the appropriate meal rate. Snacking, (consumption of food or drink without reimbursement to the government) is strictly prohibited.

Contractor employees eating Government substance at any time shall be required to pay for a complete meal. The Contractor shall develop a policy to discourage snacking. If snaking is observed, the contract employee will be charged by the period of the day in which the eating or drinking is observed. If any employee observed snacking does not have funds to pay for the meal, the Contractor shall be required to pay.

Consolidation of employee personal meals with Government food is prohibited. The Contractor shall provide a refrigerator(s) at the mess hall to store employee meals. Contract employees shall consume meals only in areas designated for eating, and at no time will the meals provided leave the facility.

2.7. Location and Hours of Work
Accomplishment of the results contained in this PWS requires work at food service facilities and other government facilities. Normal workdays for the food service facilities are Monday through Sunday to include Federal and State Holidays.

The Contractor Shall Provide Critical Management tools, labor, and transportation, necessary to perform services in:

(1) Anderson Hall, 1089 Seldon St. MCBH HI, 96863: is a full service dining facility to include carry out services.

(a) **Main Line/Specialty Bars,** (3) Serving Lines, Normal hours of operation:
Monday- Friday
- Breakfast: 0530-0730
- Lunch: 1030-1300
- Dinner: 1600-1800

Weekend &Holidays
- Breakfast Brunch: 0800-1100
- Dinner Brunch: 1500-1800

(b) **Snack Line,** (1) Serving Line
Monday-Friday
- Breakfast: 0600-0830

- Lunch: 1100-1300
- Dinner: 1600-1800

Weekend &Holidays
Closed

(2) Flight-Line, Bldg. 144 1st St. MCBH HI, 96863: (1) Serving line, is a convince style dining facility where all items are carry-out style. Patrons are authorized to dine-in.

Monday- Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: (as requested by the unit)
- Mid-Rations (as requested by the unit)

Weekends & Holidays
Closed

(3) Pu'uloa Range Training Facility (PRTF) Bldg. 200 MCB Ewa Beach HI, 96707: Provides a boxed/bag meals for Breakfast, Lunch, and Dinner to support training units. All boxed/bag meals will be transported from Anderson Hall to Pu'uloa Training Range Facility in a refrigerated vehicle, daily, or as range missions requires.
- Required hours: 0400- until operational training has come to a stop.

The Contractor Shall be responsible for performing all required daily listed within this contract. The services provided shall be in accordance with maintenance and sanitation standards established by federal, state, and county sanitation laws and regulations applicable to the State of Hawaii, and in accordance with provisions contained in NAVMED P-5010-1 Tri-Service Food Code (TSFC), or most current Department of Defense Order.

2.7.1. Extended Service Hours

Special and emergency situations (for example, accident and rescue operations, civil disturbances, weather warnings, base alerts) may necessitate a dining facility to operate on an extended basis of up to 24 hours per day. The contractor shall provide these services when required by the contracting officer, at the Optional Surge CLIN prices. The Contractor shall provide these optional surge services, when requested by the KO. If this is requested orally, a written contract modification, setting forth the effort required, will be provided as soon as possible thereafter, but no later than (24) hours. The price of the additional work will be based on the hours and categories required at the loaded hourly labor rates contained in the optional surge CLINS. Optional Surge services may also be needed due to situations such as equipment failure, unscheduled power outages, and or closing of food service facilities for repairs, delays due to expected or unexpected troop movement and unanticipated extension of meal hours. These services will be used only in emergency situations.

In addition to the Optional Surge CLINS, the Contractor shall provide services during Crisis declared by the National Command Authority or Overseas Combatant Commander. Upon notification by the contracting officer, the contractor shall perform special event services (Contingencies, Operational Readiness Exercises or Inspections, Facility operations on an extended basis up to 24 hours per day, etc.) as required. The KO shall issue unilateral change order citing the authority of this provision. When performance pursuant to such an order causes an increase in the Contractor's cost to perform any portion of the work under this contract, an equitable adjustment will be negotiated

All services described under this paragraph must be approved by the KO prior to performance.

Contractor Personnel. The Contractor shall provide responsible worker personnel including management personnel to perform the duties as specified in the Performance Work Statement.

2.7.2. Rim of the Pacific (RIMPAC)

The Contractor shall provide additional Support for Anderson Hall in Support of Rim of the Pacific (RIMPAC). RIMPC, historically, is a biannual event (2018, 2020, 2022, 2024, etc...) hosted aboard Marine Corps Base (MCB) Hawaii. Multiple countries participate and are required to be supported for subsistence from Anderson Hall and such will result in increased amounts of patronage. A temporary increase in contractor support is required to support this

operational readiness exercise. Assignment of support required personnel will be set forth by the Contractor and the COR/ACOR. The Government will provide the Contractor (60) days notification of RIMPAC.

Below is an example of the minimum support that will be required in support of RIMPAC:
2,500 additional force to be supported, this may fluctuate throughout the operation. The force flow of personnel will be provided to the Contractor.

Dates of Support 01 June- 31 October (training, build-up, and retrograde)
Support required: additional contracted cooks, and additional contracted mess attendants
Hours required: Full time employees, 40-hr week
Days required: Sunday-Monday, staggered schedule
Cooks will be assigned on a watch system in a way to maximize support during peak periods.

2.7.3. Strike/Contingency Plan.
Fourteen (14) days prior to the contract start date or prior to an eminent strike the Contractor shall provide to the Contracting Officer, for approval a strike contingency plan. The strike contingency plan shall include proposed procedures to notify the Government of a strike or intent to strike, plan of action to perform services outlined in the contract with minimum disruption of services to mess hall patrons, use of other personnel presently employed by the contractor, use of supervisory personnel and use of other sources of personnel.

3. Food Quality
The Contractor shall be responsible for providing consistently high quality meals that meet or exceed nutritional requirements in accordance with Fueled to Fight (F2F) color coding system at every meal. Foods shall be prepared and served in a manner that demonstrates advanced culinary skill and proficiency. Quality will be measured by the customer satisfaction ratings.

The Contractor shall prepare and store food in a way that protects it against cross contamination per the requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC).

3.1. Authorized Personnel to Subsist
The Contractor shall support all Military Personnel (meal card holders) whom are authorized to subsist at the government expenses. The enlisted members are the primary customers at all the food service facilities.

The Contractor shall support all secondary customers who are military and authorized personnel that wish to, and are granted permission to dine in the facility at their own expense.

Blanket authorization to feed civilians (i.e. federal employees, retires, dependents, guest, foreign military, etc.) is not authorized, and is contrary to congressional intent of appropriation. The Installation Commander may authorize only eligible personnel to subsist, on an exception/non-reoccurring basis. This authorization shall be forward to the Contractor at least (3) working days prior to the occasion.

The Contractor shall ensure only authorized individuals are served, per MCO 10110.14M, and current Department of Defense orders and directives.

3.2. Estimated Quantities
Estimated Meals per day. The estimated meals per day at each facility are based on (3) years of historical data. The Contractor shall provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated Quantities daily with or without the assistance of Military Cooks.

Anderson Hall, bldg. 1089: Main Line, Specialty Line, and Snack Line (Monday-Friday)

Breakfast	Lunch	Dinner
High: 700	High: 1400	High: 1250
Low: 150	Low: 200	Low: 175
Average: 450	Average: 800	Average: 750

Anderson Hall, bldg. 1089: Main Line and Specialty Line, (Weekend & Holiday(s))

Breakfast Brunch:	Dinner Brunch
High: 775	High: 1100
Low: 100	Low: 100
Average: 400	Average: 600

Flight-Line, bldg. 144: (1) Serving Line (Monday- Friday)

Breakfast:	Lunch:	Dinner/Midrats:
High: 300	High: 400	High: 300
Low: 25	Low: 50	Low: 0
Average: 160	Average: 225	Average: 20

Pu'uloa Range Training Facility (PRTF), Bldg. 200: box/bag meals (Sunday- Monday)

Breakfast:	Lunch:	Dinner:
High: 800	High: 800	High: 800
Low: 0	Low: 0	Low: 0
Average: 200	Average: 200	Average: 50

3.2.1. Additional Portion Policy

Additional servings shall be provided to patrons upon request, after the customer has consumed the previous food portions received, and rejoined the serving line. The Contractor may offer a more liberal additional portions policy at their discretion keeping within the Daily Cost Analysis.

Additional portion(s) served will be consumed in the food service facility and will not be provided in a "to-go" container.

3.3. Menu Management

Contractor shall prepare and serve meals to a minimum of the baseline meal and menu requirements in accordance with Marine Corps Base Hawaii Master Menu and Fueled to Fight (F2F) and the contractor's menu management plan. The Contractor's Menu Management Plan will be approved 15 days after award of contract.

3.3.1. Menu Posting

The Contractor shall post the menu daily at each mess hall in such a way that will serve as advertisement for current and future menus. The Contractor shall post F2F program requirements. Contractor shall post menu and prices at the entrance to the dining facility serving area for all meals during the day before the start of the breakfast meal. The Contractor shall put meal information into the computer for maintaining the menu screens.

3.3.2. Menu Choices and Options

Main-Line entrees shall be served as the primary meal. A cyclic master menu will be used in all mess halls. Main-Line and Fast-Food meal options shall not be duplicated during a meal period and shall meet the menu requirements listed in the Marine Corps Base Hawaii, Master Menu. The Contractor is encouraged to provide innovative food items and menu selections that appeal to the Marine Corps diverse demographics.

The Contractor may provide meals as either self-served, (e.g., customers serve themselves), or served by Contractor employees, keeping within the Daily Cost Analysis.

Unless specifically stated otherwise herein, Main-Line, Specialty Line, and Fast-Food meal options shall be included during all meal periods.

The Contractor shall monitor the acceptability of menu items and eliminate items with low levels of customer acceptance. Where a menu item is changed the replacement item served shall be equal to or better than the item planned per the menu in terms of food quality, nutritional value, and customer acceptability.

3.3.3. Menu Changes and Enhancements

Contractor requests for changes to master menus may be considered on a one-time, temporary, or a permanent basis. The Contractor must submit requests to the Mess Hall Manger for all menu changes. One-time or temporary menu changes are approved or disapproved by the Mess Hall Manager. Requests for permanent menu changes are approved or disapproved by the COR/ACOR.

Temporary Menu Changes shall not exceed a period of 90 calendar days. Menu changes exceeding 90 calendar days are considered a Permanent Menu Change. One-time or temporary menu change requests shall be approved or disapproved within (7) calendar days by the Mess Hall Manager.

All requests for menu changes shall be provided by the Contractor at no additional cost to the Government. Menu changes shall be reported in the Contractors Monthly Management Report.

3.3.4. Menu Substitutions

The Contractor shall manage, inventory and issue the food items proposed within the MCBH Master Menu and Contractors menu plan in quantities sufficient to feed all customers for a given meal period. In such cases where the Contractor runs out of one or more menu items, the Contractor shall replace with an item deemed equal to or greater to the item being replaced, in terms of food cost, customer acceptance, food quality and nutrition. The Contractor shall maintain copies of all menu substitution, correspondence as part of the Daily Folder as stipulated in the MCFMIS SOP.

3.4. Special Requests/Services

3.4.1. Special Holiday Meals Requirements

On the Navy Birthday, Marine Corps Birthday, Thanksgiving Day, Christmas Day, and New Year's Day, the Installation Commander may authorize the sale of holiday meals to guests of military personnel and to civilian government employees.

The Contractor shall provide sufficient personnel and extension of meal hours in order to accommodate the increase of personnel in attendance, for all Special Holiday Meals listed.

Personnel may be authorized to eat the holiday meal in the mess hall on these days at the discretion of the Installation Commander. Personnel not authorized to subsist at government expense will be charged the applicable meal prices (including surcharge, if applicable). Holiday meal rates will be charged in accordance with Marine Corps Bulletin (MCB) 10110.10

The Contractor shall provide, at their expense, appropriate decorations, for the food services facilities in conjunction with Special Holiday Meals shown in below:
Special Holidays Type of Meal Menu Date
Navy Birthday Lunch or Dinner (13 OCT)
Marine Corps Birthday Lunch or Dinner (10 November)
Thanksgiving Day Lunch, Dinner or Dinner Brunch (4th Thursday in November)
Christmas Day Lunch, Dinner or Dinner Brunch Same as Marine Corps Birthday (25 December)
New Year's Day Lunch or Dinner (Not designated 1 January)

3.4.2. Themed Meal Requirements

The Contractor shall provide themed meals to reflect the celebratory occasions. The Contractors shall provide, at their expense, appropriate decorations, for the food service facilities in conjunction with celebratory occasions listed below:

Themed Meal Type of Meal Theme Menu Date
Birthday of Martin Luther King, Jr. Lunch or Dinner Celebration of the life and accomplishments of Martin Luther King, Jr. (Not designated, Third Monday in January)
African-American History Month Lunch or Dinner African-American Heritage (Not designated Month of February)
Women's History Month Lunch or Dinner Women's Heritage (Not designated Month of March)

Days of Remembrance Lunch or Dinner Remembering victims of the Holocaust (Not designated April or May)
Asian Pacific Heritage Month Lunch or Dinner Asian Pacific Heritage (Not designated Month of May)
Women's Equality Day Lunch or Dinner Women's Heritage (Not designated 26 August)
National Hispanic Heritage Month Lunch or Dinner Hispanic Heritage (Not designated 15 September 15 October)
Native American Heritage Month Lunch or Dinner Native American Heritage (Not designated Month of November)

3.4.3. Mess Deck Support

The Contractor shall provide mess deck requests and coordinate schedules to ensure there is no double booking for the specialty deck side. The Contractor shall set up and tear down the tables and serving areas in order to meet the unit's request. If the number of personnel exceed 60 PAX the contractor shall open an additional scullery.

3.4.4. Recreational Meals Requirements

The Contractor shall provide Recreational Meals to Marine Corps units participating in family day events, sports day events, and other similar authorized functions. The baseline menu requirements for Recreational Meals are provided in the Marine Corps Base Hawaii, Master Menu. The Contractor shall provide clean/sanitize serving equipment on a loaned basis. The Contractor shall transport the meals and clean/sanitize serving equipment as far as the mess hall loading dock and assist with the loading of the meals and serving equipment onto vehicles, if needed.

Requests for Recreational Meal support shall be submitted to the Mess Hall Manager for approval at least (7) calendar days in advance. Upon approval by the Mess Hall Manager, and Project Manager the Contractor shall proactively coordinate Recreational Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.5. Box Meals Requirements

The Contractor shall provide Box Meals to requesting units. Box Meals shall be available for pick up at the mess hall requested from by the unit. A Box Meal may be requested for the Breakfast, Lunch, Dinner, or Midnight Rations meal (Mid-Rats). The Contractor shall transport the meals as to far as the Pu'uloa Range, Bldg. 200, and assist with the loading and unloading of the meals onto and off vehicles to appropriate refrigeration.

Minimum Box Meal requirements are provided in the Marine Corps Base Master Menu. Alternatives, if proposed, should accommodate the recommendations for box meals provided in the NAVMED P5010-1 Tri-Service Food Code (TSFC), and in accordance with the Fueled to Fight (F2F) program.

Requests for Box Meal support shall be submitted to the Program Manager for approval at least (3) calendar days in advance. Upon approval by the Program Manager the Contractor shall proactively coordinate Box Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

All box meals shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.6. Remote Site Meal Requirements

The Contractor shall provide meals for units participating in field exercises and other events when meals are required away from the mess hall, only after approval of Mess Hall Manager. This effort is commonly referred to as Remote Site Feeding. Remote Site Feeding meals shall be the same as those provided from the regular cycle menu at the mess hall where the meals are ordered and picked up from. The Government will provide food and beverage containers, transportation, drivers, and the requisite personnel needed to transport and to serve the meals at the remote site. The Contractor shall be responsible for preparing the meals and transferring the meals requested into the meal containers. The Contractor shall provide sufficient condiments for the number of meals. The Contractor shall transport the meals as far as the mess hall loading dock and assist with the loading of the meals onto vehicles, if needed.

The Contractor shall sufficiently heat or chill the food and beverage containers. Contractor shall ensure food remains outside of the Time/Temperature Control for Safety (TCS) (between 41F and 135F) until time of pickup. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

The Contractor shall clean and sanitize the meal containers used to transport the food, and the utensils used to serve the food, both before and after use.
Units requesting meals for Remote Site Feeding may request to borrow serving utensils and other similar items to serve meals away from the mess hall. The Contractor shall provide such items on a temporary loaned basis.

Requests for Remote Site Meal support shall be submitted to the Mess Hall Manager for approval at least (5) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Remote Site Meal support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

3.4.7. Hot and Cold Beverage Support
Hot and Cold Beverage Support is occasionally required by units, and is typically provided to Marines engaged in rigorous outdoor activity. The requirements for Hot and Cold Beverage Support: Units requesting this support shall provide insulated containers for storing and transporting the beverages. The Contractor shall fill the containers with the requested number of Hot and Cold Beverage Support rations, and provide appropriate disposable cups, at their expense, in quantities sufficient to support the number of rations requested. The Contractor shall clean and sanitize the beverage containers before and after use.

3.4.8. Fruit Support for Conditioning Hikes
Fruit and beverage support is occasionally required by units, and is typically provided to Marines engaged in conditioning hikes as required. Units requesting this support will provide a Unit Letter of Instruction to the Mess Hall Manager for approval at least (10) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Hike support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date. Hike support is non-reimbursable to the facilities and is only used for hikes over 3 miles. There are no monetary credits for conditioning hikes.

4. Service Quality
The Contractor shall be responsible for providing consistently high levels of service quality. Food service staff shall be attentive and accommodating to customer needs, while consistently maintaining a respectful, pleasant, and courteous demeanor towards customers.

The Contractor's operation shall be conducted in such a manner to prevent attractions of insect, vermin and rodents. The Contractor shall comply with pest control measures prescribed in NAVMED P5010-1 Tri-Service Food Code (TSFC) and in connection with the Facilities Rodent Control Program for the installation. Indications of infestation of vermin, rodents or pets shall be reported to the COR by the Contractor.

4.1. Quality Control
The Contractor shall develop a Quality Control Plan (QCP) and maintain an effective quality control program to ensure services are performed in accordance with the contract and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractors QCP is the means by which they assure themselves that their work complies with the requirement of the contract.

The QCP (which was submitted with the proposal) will be accepted by the Government at the time of the award of the contract. . The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change.

The QCP shall be subject to the Governments review and approval. The Government may find the QCP "unacceptable" whenever the Contractors procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.1.2 Quality Control Plan

The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, the extent of their authority, and a list of any other functions the individual(s) performs concurrently with the QC work which may adversely affect the level of quality.

(3) Provisions for recording the results of inspections and for recording any corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

A file of all Quality Control inspections, both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to the Contracting Officer within 10 working days of completion/termination of the contract.

The Contractor shall submit to the Contracting Officer a revised QCP for approval within seven calendar days of any change.

Each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the work. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the PWS paragraph entitled, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES". All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work without notice to the Contractor.

The Contractor shall meet the Government's representative at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement.

The project manager shall be required to meet at least weekly with the COR/ACOR, for performance evaluation meetings, until full implementation of contracting services of the mess hall. The project manager, mess hall managers or assistant mess hall managers shall be required to meet at least twice per month with the COR/COR/ACOR and other mess hall managers; for Food Service Management meetings, to discuss food service issues and upcoming events.

In addition to inspections of contractor performance by the COR/ACOR, Preventive Medicine personnel will also inspect for compliance with sanitary standards established in the most current edition of NAVMED P5010-1 Tri-Service Food CODE (TSFC). The cleanliness of spaces and related equipment will be measured by the Food Service Sanitation Inspection, NAVMED 6240/1 Form. Defects will be reported to the COR/ACOR in writing within 24 hours after the inspection.

Sanitation discrepancies identified during inspections require immediate correction. Sanitation discrepancies may be cause for shutdown of the facility until required sanitation standards are restored. Failures, which are determined to be the fault of the Contractor, shall result in a deduction for nonperformance during the period in which the mess hall is shutdown.

4.1.3. Customer Comments

Meal Comment Cards shall be provided by the Contractor for mess hall patrons to comment on various aspects of their meal experience, such as the quality, quantity and other services. In addition to the Meal Comment Cards received, the Contractor shall address information provided to the government via the Defense Information System Agency (DISA) Interactive Customer Evaluation (ICE) system, as a feedback tool to improve customer satisfaction. Additional information about the DISA ICE system is provided at: http://ice.disa.mil/

To ensure customer satisfaction, the Contractor Shall conduct customer surveys and solicit customer comments in accordance with the Contractor's Quality Control Plan (QCP). The contractor shall distribute customer service forms, collect the forms and respond to customer comments when requested by the COR/ACOR. The completed customer service forms will be the property of the Government and will be turned over to the COR/ACOR upon collection. The contractor shall encourage customer comments.

4.4 Food Safety and Sanitation

The Contractor shall implement a Food Safety and Sanitation Plan and employ strict enforcement measures to ensure compliance in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC) and coordinate and provided a cleaning schedule to the COR/ACOR. The Contractor's sanitary producers shall meet or exceed the requirements listed in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

4.4.1. Sanitation Training

Contractor employees will attend and teach training classes in the principles and practices of personal hygiene and food service sanitation to both Contractor Employees, and the Government. The Government shall conduct these courses at the Navy Preventive Medicine classroom at Pearl Harbor. Contractor personnel shall also receive on-the-job training during working hours and be supervised until qualified to perform the work assigned. All Contractor personnel shall attend an 8 hours initial Sanitation Training course and a 4 hours annual refresher-training course in food service sanitation as a minimum. All contractor training records shall be made available for Government inspection upon request by inspecting parties.

Yearly refresher training in personal hygiene and food service sanitation shall be provided by the Contractor to prevent food borne illnesses. These training sessions shall be coordinated by the Contractor with the COR to allow the Contractor time to shift workers accordingly.

All Contractor supervisory personnel shall have successfully completed, as evidenced by certificate, a formal food service sanitation training program that meets the minimum requirements of Chapter I of the Naval Preventive Medicine Manual. Certificates shall be submitted to the Contracting Officer 10 days prior to contract start. Certificates shall be renewed annually and submitted to the COR on the contract anniversary date.

4.4.2. Inspections

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government in accordance with inspection clause in this contract.

(a) Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including Preventive Medicine personnel.

(b) The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests/inquiries for information, inspection or review findings by regulatory agencies

4.4.3 Sanitation Inspections
The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

Each food service facility shall be subject to periodic inspections conducted by Navy Environmental and Preventive Medicine Unit (NEPMU). NEPMU inspections are designed to detect violations of food safety and sanitation standards, and to ensure that the mess halls are managed in a safe and sanitary manner. NEPMU sanitation inspections assess violations of food safety and sanitation standards as either a Critical, or Non-Critical Violation. Appropriate corrective action must be taken to correct any stated violation in accordance with timelines stipulated in the NAVMED P-5010-1 Tri-Service Food Code (TSFC).

In addition to inspection of contractor performance by the COR/ACOR, The Government will also perform inspections from W.P.t Hill Inspection Team, Western Pacific Food Management Team (WPFMT), Marine Corps Installation Pacific (MCIPAC) Technical Inspections, and Base Food Service, Hawaii Quality Assurance Evaluations (QAE). These inspections are performance based, and the Contractor shall comply. Defects or discrepancies will be reported to the COR/ACOR in writing (24) hours after the inspection. A Government inspection checklist will be provided to the Contractor by the Government.

A description of corrective actions taken to correct the discrepancies is required in writing to the COR/ACOR within three days after inspection the inspection is conducted. If the mess hall receives a total score less than 85% the Contractor shall immediately notify the COR/ACOR verbally upon completion of the sanitation inspection.

4.4.4. Food-Borne Illnesses
In the event of an outbreak or possible outbreak of food-borne illness, the Government will conduct a thorough investigation of the cause of the outbreak. This will require unrestricted access to employees, mess halls, food storage areas, and equipment for the purpose of microbiological testing and screening in accordance with NAVMED P-5010-1 Tri-Service Food Code (TFSC).

The Contractor shall immediately notify the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness. When a food-borne illness is suspected, food shall not be discarded until directed by the local military medical authority.

The Contractor will not be reimbursed for costs or expenses incident to a food-borne illness, when the Government investigation of a food-borne illness, or suspected food-borne illness, where the illness is caused by the Contractor.

4.4.5. Pest Control
The Government will be responsible for the application of pesticides, if such treatments are deemed necessary. The Contractor shall provide the necessary management and labor resources required to safeguard mess hall personnel, mess hall patrons, and mess hall property from contamination that might result from the application of pesticides in the mess halls.

If insecticide fogging is deemed necessary by the Government, the Contractor shall comply with all local guidance that pertains to any pre-fogging and post-fogging actions required in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC).

4.5. Consequences of Contractor's Failure to Perform Required Services
The Contractor shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or non-performed work. The Government reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

(a) Surveillance Methods: The Government may apply any surveillance method considered reliable to determine Contractor compliance. These include, but are not limited to, 100% inspection, random sampling, and planned

sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions may be taken for all observed defects.

(b) Procedures: In case of unsatisfactory or non-performed work, the Government:

(1) May give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) May, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. Corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) Shall deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily completes the work. In addition, the government can assess liquidated damages as referenced above, in the amount of 20 percent of the value of all observed defects.

(4) May, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

(c) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(d) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.212-4, "(contract terms and conditions-commercial items)" of this contract and all other remedies for termination for cause as may be provided by law.

4.5.1. Estimating the Price of Non-Preformed or Unsatisfactory Work

Deductions may be taken for non-performed or unsatisfactory work. If the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimated methods may be used. Other estimating sources may be utilized to estimate the cost of non-performed work or the costs, which would be incurred in remedying unsatisfactory work. The Government may estimate the cost of using wage rates and fringe benefits included in the wage determinations or Collective Bargaining Agreement (CBA), which are included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the nonperformance or unsatisfactory performance, may also apply.

5. Marine Corps Food Information Management Information System (MCFMIS)

The Contractor shall provide sufficient personnel to support the Marine Corps Food Management Information Program. The Government will provide subsistence for authorized DOD members to subsist.

The Contractor shall manage and analyze all transactions on daily reports generated by MCFMIS, in the daily folders and is responsible for generating the Quarterly and Fiscal Subsistence Operational Analysis Report (SOAR). The SOAR report consists of all financial activities within the quarter, memorandum of meal authorized

by man-days, monthly man-day fed report, cash collection receipt balance, computation of basic daily food allowance, financial statement report.
The Contractor shall complete filing of all transaction reports generated from MCFMIS and STORES web. The Contractor shall monitor all DLA Installation Support at Philadelphia price changes, and additional and subtractions of subsistence items to catalog, and inform the mess hall manager of all changes.

The Contractor shall serves as an assistant to the Mess Hall Manager. The work consists of a series of procedural and substantive steps which vary in nature and sequence. The contractor serves as central source of information concerning clerical functions assigned. Works includes the containing opportunity and development for independent thinking, without precedents or guides in the planning and development of procedures and work methods. The work required a good knowledge of the organization's program and operations as well as a thorough knowledge of regulations and directives governing the administrative phases of the function to which assigned.

The Contractor shall preform clerical and administrative work in support of the food service facilities daily operations. The Contractor shall prepare letters, reports, and other administrative documents for the Mess Hall manager's review, signature and forwarding to higher headquarters.

The Contractor shall manage all office files. The Contractor shall use all other programs within the database software or prescribed by the Government. The Contractor shall mange the production of all meals using menu-planning programs.
The Contractor is responsible for ordering all subsistence items for use in the food service facilities in accordance with the Marine Corps Base Hawaii Master Menu. The Contractor shall analyzes all inventory and usage data to properly order subsistence items within authorized quarterly budget, set by the Government.

The Contractor shall maintain accountably of all subsistence items by conducting a weekly inventory.

5.1. Food Service Storage and Warehouse
The Contractor shall provide sufficient personnel to support all area of Food Service Storage and Warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and required paperwork documentation.

The Contractor is responsible for ordering all items for use in the food service facilities.
Equipment and Property duties involve delivery, pickup, and issue of food service equipment, property, and supplies. The Contractor shall ensure applicable documentation and paperwork is correct and complete. Maintain property warehouse in accordance with standard supply procedures, maintain cleanliness of facility, and conduct monthly physical inventory of stock items.

Food Service Storage/Subsistence duties involve delivery, pickup, issue, inventory, and staging of individual subsistence items. Ensure accurate rotation of stock, accountability, sanitation, and applicable documentation are established and maintained.

The Contractor shall operate all light automotive vehicles 4-ton capacity. The Contractor shall preform all operator's maintenance, maintain cleanliness of vehicle, and adhere to all applicable Motor Transport regulations while performing functions. Such as maintaining an accurate Motor Transportation Operator (MTO) trip ticket, operator service record, and in case of accident; fill out and complete driver's accident reports. The Contractor shall meet appropriate vehicle licensing requirements in performance of duties.

5.1.1 Storage
Containers of food, (except pre-mixed beverage containers) shall not be stored on dunnage or shelves less than (6) inches above the deck or under exposed/ unprotected sewer or water lines (except for automatic fire sprinkler heads). Carbon dioxide containers shall be individually securely fasted during storage. Cleaning supplies, insecticides, and other like items shall not be kept in food preparation or food storage areas.

The Contractor shall issue, inventory, and maintain stock levels of required supplies in performance of this contract. The Government will provide a list of the required supplies that will be stocked (example: paper products, foil,

plastics, trash bags, minor property, etc.) Upon request, the government will provide all required supplies in accordance with current orders and regulations.

5.1.2. Subsistence Handling

The Contractor shall receipt for all prime vendor delivered items and visually inspect 100% of items received for deterioration or damaged and physically check temperatures on all refrigerated and frozen foods for compliance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor will inform the Government when receiving personnel reject items that appear damage or not delivered at the proper temperature as specified in the TSFC. The Contractor shall use the First in first out (FIFO) method; this method is outlined in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall provide a daily inventory on all subsistence items in the food service facilities, while maintaining an issue control log book.

5.2. Cashier/Meal Verification Supervisor Services

The Contractor is responsible for collecting funds generated from the sale of meals in the food service facilities and relinquishing funds to the Government as prescribed herein. The Contractor shall provide sufficient cashiers and alternate for recording and accounting for customers entering each mess hall and plating food consumption. All cashiers and alternates shall be appointed in writing by the Contractor Project Manager along with a DD form 577 on file, and must be in possession of a valid Common Access card (CAC). When it is necessary to appoint a new cashier, the COR/ACOR shall be notified in writing by the Contractor Project Manager no later than (3) days prior to the new appointment occurring. The Point of Sale (POS) is the primary method, while the Cash Meal Payment Sheet NAVMC Form 10298 will be used as the alternate. This are the only authorized methods to collect, identify, and account for customers who pay cash for their meals. The POS and Cash Meal Verification Record, are the only authorized methods for identifying and accounting for personnel authorized to subsist at government expense, and those personnel in a cross service or payroll deduction status.

There are a total of (5) Point of Sale systems, (3) are located at each serving line at Anderson Hall, (1) is located in the back office of Anderson Hall, Bldg. 1089, but can be moved to the serving line during known times of increased patrons, and (1) is located at the Flight-Line, bldg. 144. A minimum of (5) cashiers with a valid appointment letter and CAC will be available during all meal periods in order to log-on to the POS system and to perform services/functions associated with cash collection and accounting for personnel fed.
The Contractor is responsible for providing credit card machines, a minimum at one per each food service facility. These machines will need to be in compliance with MCBH rules and regulations.
The Contractor shall maintain a steady flow of patrons through the POS to correspond with all serving line flow rates. The Cash Collection agent will provide special instructions as different occasion are presented.
The Contractor shall ensure all checks received from customers for payment of meals (group/block signature only) shall be made out the "U.S. Treasury".

When Cash Meal Payment Sheet (NAVMAC Form 10298) is used, the contractor will ensure that the form is filled out correctly; making sure all information is recorded and entered in the correct block. The Contractor is responsible for accurate total number of personnel in the group plus applicable food cost/surcharge is shown in the signature column and the extended price is shown in the food cost column of the NAVMC Form 10298. For block signature, the person in charge of the group will make (1) line entry on the NAVMAC Form 10298 and cashier will ensure to attach supporting documentation/roster. The Contractor shall ensure the authorization, stating total number of person in group and length of time the group is authorized to purchase meals, is attached to both the original and retained copy (green) of the NAVMC Form 10298 at the Food Service Facilities.

The Contractor shall check/verify all customer authorization letters, CAC, or military Identification in the performance of collecting cash and accounting for meals provided to authorized customers.
The cashier will turn over all mess hall funds collected with the supporting cash meal payment sheets/supporting documentation to the designated/appointed Mess Hall Cash Collection Agent at least once each working day, or whenever the collections exceed the limit as determined by the installation commander, or prior to leaving the Food Service Facility. Cahier's monetary limits must be in writing and cannot exceed the limitation established by the Installation Commander. The monetary limits will be provided by the Government.

The Government will audit all Contractor meal counts a minimum of once each calendar month. The Government Quality Assurance Evaluators (QAE) will verify meal counts documented by the Contractor on the Cash Meal Payment sheets, Meal Verification Records, MCFMIS and the Contractors billing invoices to the Government.

6. Provide Meals in a Timely Fashion

The Contractor shall manage the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered. The expectation should be that a patron would willingly wait for an advertised cook-to-order product that delivers a quality outcome, but would not expect to wait for main-line menu options that are prepared in progressive environments designed for speed of service.

6.1. Food Preparation and Serving Requirements

The Contractor shall be responsible for providing sufficient personnel to prepare products, service, and support: Main line(s), Specialty line, Snack line, Flight line, and carry-out meals from the guidance of the Marine Corps Base Hawaii Master Menu. The Contractor shall provide sufficient personnel to support, prepare and serve meals in accordance with the Meal Requirements and Serving Hours provided in the PWS, with or without the assistance of Military Cooks.

Contract personnel shall obtain food from the Chief Cook/Store Room for each meal and accomplish all work as required by the Pro-Guide and Pre-Prep. All checkouts that require processing by the contractor will be issued from the storeroom not more the (18) hours in advance of the required time for use. Excess items shall be returned to the storeroom after each meal. All Food preparation will be in accordance with MCO P10110.14M and MCO P10110.42B. Only the Mess Hall Manager is authorized to change the menu.

6.1.2. Serving Lines

The Contractor shall service, maintain, and clean the all serving lines, and the patron self-service areas. The Contractor is responsible for proving serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. The Contractor shall use separate utensils for each food item served. When not in use the utensils will be stored clean, dry, and protected from contamination.

The Contractor shall move full serving containers to serving lines and remove empty containers. The Contractor shall maintain proper temperatures on the serving lines per NAVMED P5010-1 Tri-Service Food Code (TSFC). Set up and closing of serving lines will be in accordance with Food Service Production Log, additional breakdown of serving lines will not occur earlier than (15) minutes after the end of the meal period. All food not discarded from hot serving lines shall be placed in hot boxes or designated areas. Cleaning of serving lines shall be completed within (60) minutes after the lines are broken down.

The Contractor shall relish serving lines as necessary to ensure availability of food items to patrons through the meal period. Food Items will not be poured or exchanged between containers on serving lines. Like food items will be replenished by exchanging filled for empty containers. The Contractor shall report any shortages of items on any serving line to the Government prior to depletion.

The Contractor will re-supply food in holding or storage areas such as hot or cold boxes so contractor personnel can replenish the serving lines. The Contractor is responsible for having replacement items readily available.

Cleanup of serving lines includes glass, Plexiglas guards and covers. The Contractor shall clean spills on the serving lines as they occur. The Contractor shall drain all water from hot serving lines and remove ice from cold serving line. Cleaning of the interior and exterior of serving lines shall be done after each meal. All rust and scales shall be removed daily.

6.1.3. Garnish

The Contractor shall prepare relish and garish items according to standard recipes. All serving lines will be properly garnished for all meal periods. The Contractor may provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.

The Contractor will cut, garnish and place pastries and desserts on the serving line(s). The Contractor shall replenish the pasty and dessert items as needed throughout the meal period(s).

6.1.4. Self Service
The Contractor shall service, maintain, and clean the patron self-service areas.

All spills, food debris, or liquids shall be cleaned up within (5) minutes of occurrence.
The Contractor shall clean toasters and microwaves after each meal by removing food particles, spots, fingerprints, smudges, grease, and other foreign matter. The toasters shall be cleaned inside and out after every meal.

6.1.5. Salad Bar Menu
The Contractor shall process fresh fruits and vegetables. Processing includes washing in potable water; sorting; culling and trimming of damaged inedible portions from fresh fruits and vegetables. Processed waste from each like item may be weighted by Government personnel. After weighting, contractor personnel shall discard all waste in accordance with disposal instructions. Fresh fruits and vegetables shall be prepared not more than (18) hours prior to use. Prepared vegetables shall be placed in storage containers, labeled, dated and refrigerated.

6.1.6. Fitness Menu
The Contractor shall provide a self-service as prescribed in the Fueled to Fight (F2F) program and Marine Corps Base Hawaii Master Menu. The fitness bar items may be integrated with salad bar items if sufficient space is not available to display the fitness bar items separately.

The Contractor shall provide the Fitness Menu at (1) Anderson Hall Bldg. 1089, and (2) Flight Line bldg. 144.

6.1.7. Beverage Service
The Contractor shall service beverages dispensers so that all required beverages will be available throughout scheduled serving hours. The Contractor shall monitor beverages and dispensing equipment during serving periods, and ensure beverage dispensers are operational before each meal period.

The Contractor shall service milk dispensers so that a choice of white and chocolate milk will be made available throughout scheduled serving hours. The Milk dispensing machine shall be maintained within a temperature in accordance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall trim milk-dispensing tubes 1/4-inch from the splash face of the handle to the tip with protective plastic film removed and at a 45-degree angle when the container is placed into use. Bulk milk dispensers shall be deforested and cleaned when frost accumulation id 3/8 inch or more.

The Contractor shall ensure atomic coffee dispensers are ready for patron service not than 15 minutes prior to meal periods. Dispensers will be replenished with coffee as required.

The Contractor shall clean all beverage dispensers inside and out to include the gaskets, seals, couplings, and other parts daily and/or per the manufactures' directions. The seals may require soaking.

6.1.7.1. Ice Distribution
The Contractor shall provide ice manually from the ice dispenser located elsewhere for patrons when ice-dispensing equipment is not operational on the serving lines.

The Contractor is required to clean preform maintain Maintenance and Clean Ice Dispensers per the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall remove all ice from the storage compartments and clean the interior of all ice making machines not less than weekly. Exterior surfaces of ice making machines shall be wiped clean to remove hand and fingerprints, dirt, dust, and water spots.

The Contractor shall thoroughly clean the exterior and drain trays of ice dispensers after each meal period. The interior and exterior of ice dispensers will be emptied and cleaned.

6.1.7.2. Condiments
The Contractor shall provide condiments for each meal in accordance with menu requirements listed in the Marine Corps Base Hawaii Master Menu. Sugar and sugar substitutes shall be available in individual packages or in pour-type dispensers.

Condiments containers must be cleaned after each meal, to include wiping down of the bottles and cleaning the bottle caps. The Contractor shall empty, wash, rinse, and dry all condiment containers every Friday. Containers shall remain empty to air dry and be refilled prior to Saturday morning Breakfast meal.

The Contractor shall ensure that salt, paper and sugar condiments and napkins are available to all customers without waiting. Exterior of salt, paper, sugar, and napkin dispenser shall be cleaned after each meal and refilled, or during the meal as required.

6.1.8. Pastry and Dessert Service
The Contractor shall prepare rolls, muffins, eclairs, pies, cakes, and other pastries including icing and frosting according to established recipes. The baked goods shall be freshly baked for each meal. The Contractor shall cut Pastries or desserts into portions (serving service) according to the production worksheet.

The Contractor shall garnish individual pastry and dessert with garnishes. The Contractor shall transport dessert and pasty items to serving lines or display cabinets and relish as required throughout the meal periods.
The Contractor shall place assorted bread, waffles and English muffins on serving lines as directed by the Marine Corps Base Hawaii Master Menu during all meal periods.

The Contractor will replenish all breads as necessary to ensure availability to patrons throughout the meal period.
The Contractor will fill and relish Pastry, Dessert and Bread serving lines in compliance with the MCBH Master Menu.

6.1.9. Ice Cream Service
The Contractor shall have ice cream available throughout the serving period. The Contractor shall monitor ice cream and reach in freezers to ensure individual ice cream is available throughout the serving period.

When soft-serve ice cream is available; The Contractor shall set up and service all ice cream toppings to ensure these are available throughout the meal period.

The Contractor shall service all self-service ice cream bars.

The Contractor shall clean ice cream dispensers inside and out to include the gaskets, seals, coupling and other parts as necessary daily and/or per the manufacturer's directions. The seals may require soaking.

7. Provide Meals in a Clean and Pleasant Establishment
General cleaning shall not interfere nor disrupt normal patron service during scheduled meal periods.
The Contractor shall provide a clean table and chair during each scheduled meal-serving period to each patron without waiting. Patrons will perform self-bussing of tables; however; the Contractor will clean the tables, chairs, and partitions with a solution of hot, soapy water, and rinsed clean after each meal and as needed during the meal periods to ensure there is no visible dirt, dust, grease, food particles, or any foreign matter.

The Contractor shall provide a steady re-supply of dishes, utensils, condiments and supplies to all serving areas. Essential cleaning may be accomplished in dining areas while patrons are eating. The contractor shall cleanup those areas affect customer service to include appearance of the dining hall.

7.1. Material Handling
The Contractor shall assist the Government by complying with the base-recycling program. This may require segregating reusable/recyclable waste material by type. The government shall retain ownership of all reusable waste materials. Non-reusable waste materials (trash and garbage) will be removed from the facility by a government-approved method.

All refuse/trash and garbage accumulated during food preparation must be removed to a government-designated location after every meal and closing of the facility.

The Contractor shall not discard grease, oils, or fats used for cooking into dumpsters. The Contractor shall maintain these items in covered containers provided by the Government. The Contractor shall store grease containers in a designated area. Grease cans shall not be filled to more than (12) inches from the top.

The Contractor shall thoroughly clean garbage containers and covers with hot water and detergent daily. Technical guidance will be provided by the COR/ACOR.

The Contractor shall police the dumpster area including the grounds and access routes on a daily basis to maintain the area free of trash, littler, and debris.

The Government will be responsible for disposal.

7.2. Cleaning and Housekeeping

The Contractor shall comply with the standards outlined in NAVMED P-5010-1 Tri-Service Food Code (TSFC) for food preparation and storage areas, and all other operational areas. The Cleaning, housekeeping, and amenities plan shall be submitted in writing and must be approved by the Contracting Officer within 14 days before the contract start date.

The Contractors Cleaning, Housekeeping, and Amenities Plan shall address at a minimum for Before, During, and After meal periods for the following: equipment; floors; outside and adjacent areas, includes any area within approximately 50 feet of the food service facilities. Proper execution of this plan shall ensure mess halls and mess decks are maintained to support the patrons clean and pleasant dining experience.

The Contractor shall ensure that a pleasant environment is maintained and is consistent with that found in a first class dining establishment and is reflective of the units pride and Esprit-De-Corps.

Amenities may be considered holiday themes and decorations; menu boards or displays; tables signage; and/or branding concepts; all amenities provided shall be at the Contractors expense.

7.3. Exterior Cleaning

The Contractor shall sweep and clean in and around entrances, exists and sidewalks, after every meal, to maintain a neat and clean facility appearance at all times. Cleaning includes removing all paper, trash, and cigarette butts from the area. All entrances, exists, storm drains, and sidewalks leading to and from the food service facilities must be free of any foreign debris prior to and throughout each meal period. The Contractor shall empty, clean and reposition all cigarette ash receptacles (butt cans) as required.

The Contractor shall sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. The contractor shall hose down and scrub the pavement areas in front, alongside and in rear of the food service facilities once per day. The dumpster pad area and loading dock will be scrubbed with hot soapy water and rinsed with water once per day. The fly-fans will be dusted and cleaned at a minimum of once per week, to prevent buildout of dust and dirt. Loading dock shall not be used to store garbage, refuse, empty jars, cans or equipment.

The Contractor shall clean all windows and screens so that they are free of dirt, water spots, steaks, smudges, and foreign matter at least once a week. This shall include the louvers and screens in the food service preparations areas. Windows and screen shall be cleaned inside and out to include frames. The Government shall provide a ladder to accomplish this work. This work shall require the contractor to go above 10ft off the ground.

The Contractor shall remove, clean and return all garbage and trashcans from area in the food service facilities during the day's operation, to prevent accumulation of empty boxes, cans, trash, or garbage within the Mess Hall.

Additional maintenance, weather, traffic or other conditions may demand addition cleaning or maintenance by the Contractor to keep grounds clean or provide safe access to the facilities.

7.3.1. Exterior Ground Maintenance

The Contractor shall create a pleasant outdoor environment for the all Anderson Hall and the Flight Line Facility. The Contractor is responsible for the care, landscaping and grounds surrounding the food service facilities within (20) feet. The Contractor shall provide sufficient tools, and personnel in order to preform: planting flowers, mowing, pulling weeds, trimming shrubs//bushes, organizing exterior equipment, cleaning drains, and maintaining the outside of the food service facilities in a good state of police. The Contractor shall keep all ground mowed to no more than (3) inches tall. The Contractor shall water any additional plants as required. The Contractor shall rake, mulch, and prune the grounds as needed.

The Contractor shall clean the exterior of the building, monthly or as required due to weather, or debris. The Government will provide a pressure washer to help accomplish this work.

The Contractor is responsible for the cleaning and maintenance of picnic tables, and butt cans.

The government shall be responsible for replacement of picnic tables, and butt cans.

7.4. Interior Cleaning

The Contractor shall spot clean all walls, baseboards, windows, window ledges, doors, and door frames to remove all finger prints, smudges, stains, spills, splashes, and prevent accumulation of dust and dirt, at a minimum of once a week. Mold and mildew shall not be permitted to accumulate on any type surface in high moisture areas.

The Contractor shall dust trophies, sport memorabilia, and display cases weekly. Glass panes, inside and out, shall be cleaned daily to remove hand and fingerprints, smudges, dust and dirt.

The Contractor shall polish all metal surfaces that require polishing on a weekly basis to maintain a clean and bright state. A properly polished surface is free of streaks, tarnishes and polish residue and presents a uniformly bright appearance.

The Contractor shall clean and sanitize all restroom and locker rooms for the food service facilities. Restrooms and locker rooms shall be kept clean and policed of all debris after each meal period. The Contractor shall keep all paper towels, toilet paper, and hand soap dispensers supplied at all times. All dispensers shall be wiped clean when refiled. Spot-check restrooms during meal times to ensure tidiness and supplies are stocked. De-scale toilets and urinals once per week. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces.

7.4.1. Floor Cleaning

The Contractor shall preform spot cleaning during the meal periods. Spot clean floors to remove food spills and debris.

The Contractor shall clean floors so that no visible dirt or dust remains on floors, floor mat or runners, in corners, behind doors, or under furniture and equipment. So not place chairs on tables at any time except when floor waxing is required. Cleaning shall be done in such a manner that no excessive dust is raised. When cleaning floors with a wet solutions a safety "wet Sign" will be placed in all visible areas during cleaning and until floors are completely dry. The Government will provide "Wet Signs"

The Contractor shall remove all "scuff marks". Floors shall be cleaned in sections and at no time shall excessive amounts of water be used or allowed to accumulate during the cleaning process.

No wax is to be applied to ceramic tile, quarry tile, or concreate terrazzo floors. The Contractor shall buff or spray all dining area floors daily to maintain a high gloss finish. The Contractor shall follow the manufacturer’s instructions when apply wax. The Contractor shall preform floor waxing at least once a month, after normal operating hours. Generally, waxing is performed from 1900 hours until completion.

The Contractor shall remove all dirt and deposits of old wax using wax stripper. A stripping operation shall be considered completed when all traces of old wax have been removed. The floor is then cleaned, re-waxed and re-buffet. Floor stripping is required when wax build up causes floor discoloration, or any inconsistences to the surface of the floor due to old wax. Floor stripping will be performed upon request by the COR/ACOR within (72) hours notification. Floor stripping will be reimbursed utilizing the "additional services" form.

The Contractor shall clean the throats and covers of all floor drains and ensure that all drains remain unclogged at all times. Drain openings shall be covered with drain covers. Drain covers and drains shall be cleaned daily to remove dirt, scum, slime, mop strings, residue and other foreign matter after each meal period.

7.4.2. Dishwashing Service

The Contractor shall provide a minimum of (3) personnel per scullery for proper dishwashing operations during and after each meal periods. The Contractor shall clean interior and exterior surfaces of dishware dispensers, try racks and carts at the end of each meal period. The requirement includes carts used to transport dirty dishes to dishwashing areas. The Contractor shall sort all dishware and utensils according to size and shape prior to racking. Separate racks shall be used for articles of different types, e.g., cups, plates, bowls, and glasses. The Contractor shall return all dishes and dinnerware to their respective storage areas after each meal. Clean dishware, trays and flatware shall be free of all visible signs of food, food residue, grease, soap film or other foreign matter.

The Contractor shall immediately notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained. In the event of a mechanical failure during the meal service, the Contractor shall notify the COR/ACOR and Mess Hall Manger who will determine how feeding requirements will be met for the remainder of the meal period. The Contractor may perform dish washing by hand. When the dishwashers are inoperable, the Contractor may use Government furnished plastic ware, paper plates, cups as a laborsaving means and to meet sanitary requirements until automatic dishwashing equipment can be restored. In the event that adequate amounts of potable hot water cannot be obtained or a mechanical shut down occurs preventing automatic dishwashing procedures, the Contractor shall perform manual dishwashing following procedures in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall scrape and pre-flush dishware, cookware, and utensils before placing in dishwashing machines. At no time shall any patron be required to remove trash or scrape garbage or trash from their tray, dishware, or utensils.

In the event that adequate and suitable amounts of hot water cannot be obtained to accomplish automatic or manual cleaning, the Contractor shall immerse for a minimum of (1) minute in a chlorine solutions all trays, dishes, glasses, flatware and utensils which have been washed and rinsed free of detergent as specified in the current edition of the NAVMED P5010-1 Tri-Service Food Code (TSFC). The solution shall be provided by the Government and prepared by the Contractor.

Upon advance notification or due to a sudden increase in patrons, the Contractor shall use both dishwashing areas. Such examples of this would be during special meals where numbers are expected to exceed 2,000 in a single meal period or when it is deemed necessary to increase the return flow of dishware to the patron service.

7.4.3. Pot/Pan Washing

The Contractor shall drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals after each meal and prior to closing for the day. Dishwashing machines shall have sustains, spray arms, trays, and other removable parts removed, cleaned, and air-dried. The removable parts and the interior surfaces shall be free of grease, smudges, food particles and other foreign matter. Exterior surfaces shall be wiped clean after each meal. Lime and scale deposits shall be removed weekly. The Contractor shall clean all types of utensils after each meal if Manual Pot Washing has to be used, due to power/hot water outage.

The Contractor shall complete the entire dishwashing operations no later than (90) minutes after the conclusion of each scheduled meal period and prior to closing the mess hall for the day's operation. All dishwashing machines will be assembled and capable of immediate operation regardless of the number of meals fed or projected headcount.

The Contractor personnel loading dirty items in the dishwashing machine shall not be the same person unloading clean items from the machine.

The Contractor shall clean and sanitize cooking and serving equipment, pot, pans, and equipment used to transport food to other feeding locations after each use, this includes items generated by the Night Cooks (if used). The Contractor is responsible for cleaning oven and conveyor toasters racks twice per week, when the patron flow is lowest. Pots, pans, and utensils shall be transported to designated storage areas upon cleaning. Items shall not accumulate throughout meal preparation or serving periods.

The Contractor shall clean the pan washing room or area, to include racks and shelving, after each meal, and prior to the next scheduled meal prior to closing the mess hall for the day. Cleaning of pots, pans, etc. shall be accomplished as specified in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

7.4.4. Equipment Cleaning

Properly cleaned equipment shall be free of all food spills, dirt, mildew, rust, grease, and other foreign matter. The Contractor shall thoroughly clean food serving equipment, tables, and work area immediately after use. The Contractor shall clean all beverage and food dispensing equipment including but not limited to; shelves and stands, dish dispensers, flatware dispensers, dish racks, ice dispensers, milk machines, coffee machines, ice cream machines, soda machines, pastry display cases, and water fountains after each meal. Nozzles and other removable parts and drains shall be disassembled, cleaned, and replaced. Contractor shall ensure that all gaskets on, but not limited to, ice making machines, refrigerators, freezers, ice cream cabinets and pass through boxes, are cleaned using a bleach solution to remove and retard growth and accumulation of mold and mildew.

The Contractor shall clean the interior of ventilating hoods, located over the grills on serving lines, after each use. A properly cleaned hood shall be free of grease, dirt, dust, foreign matter, streaks, and finger prints. The Contractor shall remove and thoroughly clean all removable grease filters weekly. After washing the filters shall be dried and replaced.

The Contractor shall clean "pass through" and other types of food holding spaces (hot and cold boxes), inside and outside after each meal. This requirement includes the racks and shelving used for food storage in the box or space. The Contractor shall thoroughly clean all "walk-in" refrigerators, and freezers, interiors and exteriors daily, with spot cleaning required as necessary. Cleaning includes scrubbing of walls, floors, shelves, and storage racks. The Contractor shall be responsible for removing then returning the food items to their original position after cleaning. The Contractor shall operate and clean the vegetable peeling machines.

7.4.5. Furniture

The Contractor shall physically move dining room furniture for meetings groups, and regularly scheduled cleaning. After event the Contractor shall return furniture to its original location or as requested by the COR/ACOR. The frequencies of these functions vary each month. The Contractor will be notified by the COR/ACOR (24) hours prior to the contractor being required to rearrange the furniture.

8. Food Preparation and Serving Equipment (FPSE)

The Government will provide limited workshop spaces for the FPSE services under this contract. Additionally, once approved by the COR/ACOR, the Government will absorb the cost of repairs and services provided by a third party due to the Contractor not possessing the resident technical expertise to repair and maintain FPSE.

8.1 Sustainment of Government Furnished Property

The government will provide without cost to the Contractor, the facilities, fixtures, equipment, supplies, and services as specified in the contract. Government property described in this section shall be used only in the performance of this contract. The Government will furnish the facilities and equipment for use by the Contractor in performing the requirements of this contract.

8.1.2. Government Furnished Property

Prior to contract start date, the contractor and the COR shall conduct a joint inventory of mess halls facilities to be used by the contractor to determine facility condition and note any discrepancies. The Government will make

available the facilities. No alterations to the facilities shall be made without specific written permission from the Contracting Officer. The Contractor shall return the facilities to the Government in the same condition as received. Fair wear and tear and approved modifications accepted. Any damages after the contract start-up date that are not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor. Upon contract completion, extension, or termination, a joint inventory shall again be conducted by the Contractor and the COR. Any losses/damages identified by this inventory, determined to be beyond normal wear and tear, shall be reimbursed to the Government by the Contractor.

8.1.3. Government Furnished Equipment

The Government will furnish the equipment listed as Government Furnished Property, in an "as is" condition. The Government may replace equipment when it is no longer useable for its intended purpose. The Food Service Officer will provide disposition instructions for items beyond repair. The Government may install new equipment at any time during the period of the contract.

The Contractor and a Government Representative shall conduct a joint inventory for all Government furnished equipment at the start of the contract. The Contractor shall provide a receipt to the Government for all such equipment. If the Contractor does not participate in the inventory, the Contractor must accept the stated condition of equipment provided by the Government. The Contractor and the Government Representative shall jointly determine the quantities and condition codes of all items and equipment. Upon completion of the initial inventory, the Contractor shall receipt for the quantities verified on the inventory listings. Any losses/damage after contract the start-up date, not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor.

8.1.4. Government Furnished Supplies

The Government will provide all materials and supplies. At the end of the contract period or extension of the contract, the Contractor and a Government Representative will conduct a joint inventory within 48 hours of contract expiration/termination. The Contractor shall reimburse the Government for any losses for unserviceable expendable equipment and supplies below 100 percent with an established allowance of 10%. The current replacement value of these items shall be determined by the COR.

The Contractor shall maintain adequate Government Furnished Supplies on hand in the mess hall at all times. Supplies are adequate when they are available in the mess hall in sufficient quantity to perform work requirements. The project manager shall notify the COR when adequate Government Furnished Supplies are not available in the mess hall to complete satisfactory services.

Tablecloths. The Government may furnish tablecloths daily and for special occasions. Tablecloths shall be placed on the tables and removed by Contractor personnel as designated by the COR or Mess Manager. The Contractor will provide all laundering service for tablecloths.

8.2. Additional or Replacement Equipment

The Contractor shall submit requests for additional or replacement equipment/supplies to the COR. Only equipment determined by the COR to be necessary in the performance of the contract shall be provided by the Government. The Contractor may use other equipment at the Contractor's own expense.

The Contractor shall be responsible for maintaining property records IAW the Government Property Clause of this Contract.

The Contractor may, with written permission of the COR, install equipment, time clocks, fixtures, and furnishings in Government facilities. These items shall be marked to identify Contractor ownership, be readily removable, and the installation, maintenance, and removal costs, to include the cost to return the facility to its original condition, shall be borne by the Contractor.

The Contractor shall establish and maintain a system in accordance with the Government-Furnished Property clauses in the contract, to control, protect, preserve, and maintain all GFP in mess halls. The property control system shall be submitted in writing and must be approved by the Contracting Officer within 14 days after the contract start date.

The Contractor shall prepare and submit to the COR requests to adjust equipment records when changes to Government equipment occur, such as losses or replacement. The Contractor shall report the loss, damage or destruction of Government property verbally to the COR upon occurrence and follow-up notification in writing within 5 days. Loss, damage and destruction of Government property or equipment due to negligence of contractor employees shall be reimbursed to the Government from the Contractor.

Monthly Minor Property Inventory. Not later than five (5) days before the end of each month, the Contractor shall receive a Monthly Minor Property Inventory form from the local Food Service Officer. Contractors shall set-up and display all minor property items in a central location to permit a joint inventory with government personnel. Time and location is to be coordinated with COR/ACOR.

The Government and Contractor shall conduct a joint minor property inventory on the last day of each calendar month using the Minor Property Inventory. The Contractor shall submit the original copy to the local Food Service Officer within five (5) working days following the last day of each calendar month.

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

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

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

8.3. Warranted Items

Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Contracting Officer and/or Base Food Service Officer. All defects in marginal workmanship, defective parts, or improper installations and adjustments found by the Contractor shall be reported to the Contracting Officer and/or Installation Food Service Officer so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties.

8.4. Shut Downs and Service Calls

Prior approval shall be obtained from the COR/ACOR, except in emergencies, for work requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment. All such requests must be submitted at least 72 hours in advance. In cases where shutdown is necessary, the Contractor shall coordinate the shutdown with the COR/ACOR or other designated representative in the Food Service Facilities.

In the unusual event that service calls are required after normal working hours, labor hours will be billed via the "Request/Confirmation of Additional Services" form and forwarded to the COR/ACOR for approval. The limitations of this paragraph do not apply to repairs required to correct damage caused by the Contractor.

The Contractor shall perform service call work as necessary to determine the cause of system and equipment malfunctions, eliminate the cause (s), and restore the system or equipment to satisfactory working condition.

Service Call Response Times. The government or alternate representative will determine the classification and response time required for service call repairs.

If the Contractor and the Government points of contact determine that the equipment is beyond economic repair, the Government will enact a replacement plan.

8.5. Maintenance and Repair

The Contractor shall perform required (minor and major) maintenance in accordance with manufacturers operating and instruction manuals instructions listed on all equipment under this contract as further described below. The contractor shall schedule and perform required equipment maintenance between meal periods to minimize customer impact. The contractor shall provide all materials and supplies necessary to perform required maintenance.

Minor maintenance includes cleaning, adjusting, and lubricating equipment as well as, tightening nuts, bolts, and screws and other operator maintenance generally recommended by equipment manufacturers. This also includes calibration of scales, ovens, grills, and deep fat fryers.

Provide major maintenance on food service and preparation equipment of all Government-furnished equipment listed on the current Sterilized Government Furnished report and replacement of component parts.

The Contractor shall maintain and repair all walk-in and reach-in type refrigerator units in all mess hall as outlined below: Interior walk-in (built in) refrigeration units are considered Class 2 property by the Government and are considered part of the facility. Therefore, the Contractor shall only maintain and repair walk-in unit handles, door closures (hydraulic or otherwise), hasps, and hinges. The remaining portion of these units will be maintained by the Government.

The Contractor shall maintain and repair the entire box to include compressors. The Contractor shall abide by EPA Ozone Depleting Substance (ODS) regulations when servicing these units.

The Contractor shall maintain and repair all reach-in type refrigeration units in the mess hall(s). These units could include salad room and galley reach-ins, fast food/carry-out reach-ins, chest-type ice cream cabinets, etc. This repair may require servicing of compressors and other components containing Ozone Depleting Substance (ODS). The Contractor shall abide by EPA regulations when servicing these units.

Connect and disconnect all utility lines to the FPSE equipment at the source point when required and shall provide maintenance for the utility line connection, when applicable. The contractor shall not perform maintenance on the facility itself but refer any problems to the COR/ACOR. The Contractor shall identify all food preparation and serving equipment replacement parts, to be ordered by the government.

During the term of the contract, the Government may replace, renovate, or improve equipment, systems, and components at the government's expense and by means not associated with this contract. All replaced, improved, updated, modernized or renovated equipment, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. This excludes equipment that is added into the contract in accordance with new equipment line items. In these line items, a list of new equipment that requires service will be provided to the Contractor 90 days in advance and a price for the adding of this equipment will be negotiated by the Government and the Contractor.

The Contractor may, with written permission of Base Facilities install Contractor equipment, fixtures and furnishings in Government facilities. These items shall be marked to identify Contractor ownership. These items shall be readily removable if necessary. The installation, maintenance and removal costs, to include the cost to return the facility to its original condition, if necessary, shall be borne solely by the Contractor. The Government reserves the right to review drawings, plans, installations and/or modifications.

The Government will request input from the Contractor and/or contract Mess Managers relative to food serving and preparation equipment for budgeting purposes. This is primarily an administrative function necessary to ensure that all food service facilities have the proper amount and type of equipment on-hand to conduct efficient food service operations. The input requested by the Government may require verbal or hand written lists and input. Generally, the minimum is once per calendar year and a maximum of four (4) times per year.

8.5.1. Maintenance and Repair Contractor Responsibilities

The Contractor shall manage the total work effort associated with the maintenance, repair and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work be in accordance with sound and efficient management practices to provide maintenance, repair, and services for FPSE located at the Food Service Facilities.

The Contractor shall perform Preventive Maintenance Inspections and Services (PMIS) under this contract on the equipment and in accordance with the procedures specified herein. Work shall consist primarily of inspection, cleaning, lubrication, adjustment, testing, calibration, and minor/major part and component replacement as required to minimize malfunction, breakdown and deterioration of equipment; and the identification and performance of any repair required to bring the equipment up to the manufacturers operating standards. PMIS for FPSE located for the Food Service Facilities shall be performed, and documented no less than one time monthly.

If equipment fails at anytime, the contractor is required to perform emergency maintenance and repair on the equipment to restore it to operating condition.

The Contractor shall provide all necessary services, parts and materials, and complete all repair requirements identified during the performance of a PMIS or when equipment fails.

If the cost of repair parts for a single repair exceeds $500, the Government will procure the repair part(s) and provide it to the contractor to complete the repair. This limit applies to each PMIS for each equipment system.

Excessive or repeated system breakdowns or deficiencies may be considered by the Government as an indication of unsatisfactory performance of PMIS by the Contractor. PMIS shall be performed monthly and shall, at a minimum, include all of the check points and services a specified by the manufacturer handbooks that will be located in the mess hall and maintained by Base Food Service.

The Contractor may, at its option and at no additional cost to the Government, increase the level and/or frequency of PMIS in an effort to minimize repair requirements. The Government shall provide the Contractor access to FPSE manufacturer’s manuals and pamphlets.

8.5.2. Office Equipment

The Contractor shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. Computers are required, at a minimum, for the Project Manager, Production Chief, Maintenance and Repair, MCFMIS Operator, MCFMIS Clerk/Storeroom, and secretary. The computer will need to be able to meet current C-4 requirements with the capability of being added to MCEITS network.

The Contractor shall provide all necessary office and administrative supplies, such as pens, pencils, staplers, computer/printer paper, print cartridges, etc. for all contract food service facilities with the exception of Government forms.

The Contractor is responsible for all reproduction requirements necessary for the performance of this contract. The Contractor shall furnish all hand tools (e.g. hammers, pliers, wrenches, screw drivers and plumber's helpers) required for performance of self-help and Food Preparations and Serving Equipment maintenance and repair. This also includes grease and oil required for equipment preventive maintenance.

The Contractor shall perform minor repair of furniture items (tables, chairs, and partitions) including tightening of nuts, bolts, arms, and leveling labels and chairs. Furniture items requiring replacement shall be coordinated with the COR/ACOR as with Food Preparations and Service Equipment replacement.

The Contractor shall maintain stock levels of specific supplies required in performance of this contract. The Government will provide a list of required supplies that will be stocked. (For example, paper products, foil, plastics, trash bags, plastic-eating utensils, paper plates, paper cups etc.) Upon request, the government will provide all required supplies in accordance with the list of government furnished supplies.

The Contractor is totally responsible for proper security of Contractor supplies and belongings. The Government will not be responsible in any way for the Contractor's supplies, materials, personal equipment or belongings brought into Government buildings or on Government installation to perform repairs or services. This includes, but is not limited to loss and damages by fire, theft, hurricane, accident or other disaster.

The Contractor may with written permission of the COR/ACOR, install equipment, fixtures, and office furnishings providing these terms are marked to identify Contractor ownership and are readily removable. The installation, maintenance and removal costs are the sole responsibility of the Contractor. Upon removal of Contractor owned equipment, the Contractor must restore the affected portion(s) of the facility to its original condition. All cost for restoration will be expenses chargeable to the Contractor.

8.5.3. Maintenance and Repair Government Responsibilities

The Government will furnish required maintenance and repairs to all mess hall structures on Marine Corps Base Hawaii. When repairs or maintenance is needed for safe and efficient use of the mess hall, the contractor shall notify the Installation Food Service Officer or other command representatives.

Government Responsibilities under Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R). The Government will be responsible for the following work related to Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R):

(1) Removing any equipment from the mess hall loading dock condemned or replaced by the Contractor.
(2) Electrical power into the mess hall to include panel board, circuit breakers or magnetic contacts.
(3) Sewer lines from floor and wall drains of the mess hall.
(4) All gas, water and steam lines up to the source point for each piece of equipment. (Note: Source points are typically located at the walls, floors, or ceilings except for LP gas. The source point for LP gas is the outlet side of the tank regulator valve.)
(5) Repair of interior walk-in refrigerators and freezers, interior and exterior box walls, walk-in ceilings and floors.
(6) Cleaning, maintenance and repair of exhaust duct systems through the exterior outlet and exhaust fan mechanisms. The Contractor shall assist the Government by making the mess hall available to the duct cleaning contractor routinely as scheduled by the COR/ACOR which is normally once per quarter.
(7) Alterations, repairs, and maintenance to the mess hall physical plant.

The Government will furnish the contractor, upon the start of performance, with equipment manufacturers operating manuals for equipment on-hand in each mess hall. If equipment manuals are not available, the Contractor may request literature from the Base Food Service Office.

8.5.4. Government Services

The Government shall perform maintenance and repair of the items listed above in paragraph 8.5.3.

When contractor personnel realize a repair to the Mess Hall is required, the COR/ACOR shall be notified.

Police and Fire Protection. The following emergency numbers shall be available for the Contractor use while performing work under this contract. Military Police: 808-257-2123 Fire Dept: 808-257-7110
The Government will provide fire prevention lectures and security briefings for contractor personnel as required. A security briefing of all off limit areas on base will be provided at contract start date and as required (approximately 1 hour per year/employee).

Medical Emergency. The Government will provide emergency medical care only and the following numbers are available for Contractor use: Branch Clinic: 808-257-3133 Ambulance Dispatch: 808-257-7116

Office Space. Office space and furniture to assist the Contractor administratively will be provided within the Mess Hall.

Change Lockers and Dressing Space. Dressing space with lockers will be provided by the Government at no cost to the Contractor, within the Mess Hall for storage of clothing and personal items. The Government will not provide locks or keys for lockers.

8.6. Other Supplies and Services
The Contractor will provide all laundering service for tablecloths, pot holders, napkins, and Food Service Uniforms upon termination, or job relocation of employees.

The Contractor shall instruct employees in energy conservation and ensure procedures implemented are practiced.

The Contractor shall use procedures that will reduce or eliminate food waste in accordance with MCO P10110.14M, MCO P1O110.34B, and the NAVMED P5010-1 Tri-Service Food Code TSFC.

8.6.1. Commercial Telephone Service
The Contractor may request off-base commercial telephone service by contacting the Base Telephone Officer. Off-base commercial service will be installed and maintained at the Contractor's expense. Class "C" (on-base use only) telephone lines will be provided by the Government. The Contractor may obtain at their expense, Class A commercial telephone service or any additional telephone service(s) required in the performance of this contract. The Contractor shall contact the Communication-Electronics Office, Building 505, Telephone Service Request Branch, 808-257-1492 to coordinate installation by a commercial company.

8.6.2. Personnel Protective Equipment
Contractor shall furnish all safety, and hearing protection for all hazardous areas (e.g., scullery, pot shack, and warehouse)

8.6.3. Uniforms
Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor’s name.

The Contractor shall provide employee uniforms, name tags, and special-type clothing as described herein. Contractor personnel shall wear contractor-furnished uniforms during the performance of their duties. The Contractor shall provide uniforms and other special clothing necessary for employees. The type and color of uniforms for contractor personnel shall be approved by the COR/ACOR prior to the contract start date. Uniforms shall be clean, unstained, well fitting, laundered and of good repair. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor's name. Undergarments shall not be visible through the uniform.

Shoes shall be constructed so the cover the entire foot to meet safety requirements. Shoes shall be made of black leather with non-skid soles and constructed so they cover the entire foot to meet sanitation and safety requirements. Open-Toed shoes, sandals, heels higher than 2 inches, and sneakers or leather-type gym shoes shall not be worn. The Contractor shall furnish bimetallic thermometers for appropriate contractor employees (as defined by the Contractor) while performing services under this contract. Thermometers shall be accurate within +/- (3) degrees Fahrenheit. The Contractor is responsible for training employees in the proper use and calibration of the thermometers. The Contractor will use this thermometer at minimum.

All Contractor personnel shall wear nametags with the job tile and employee's last name. Identification on the tag shall be readily discernible from a distance of five feet.

Contractor personnel shall not wear jewelry to include earrings, visible body rings, bracelets, and chains. Exceptions will be a plan wedding band, and medical alert bracelets/necklaces.

8.6.3.1. Uniform Allowance

The Contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost to the employee; provided, however, that the contractor may require or permit employees to launder and maintain uniforms furnished by the contractor. If the uniforms furnished are made of wash and wear material, and may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing or commercial laundering in order to meet cleanliness or appearance standards, there is no requirement that employees be reimbursed for uniform maintenance costs.

9. Security

The Contractor shall comply with all current Marine Corps Base Hawaii security requirements.

Only US Citizens shall ~~No Foreign National will~~ be employed on this government contract.

In all cases, each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54, Employment Eligibility Verification.

In all cases, each contractor employee shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

Work under this contract ~~task order~~ requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) which is obtained through MCB Hawaii's Trusted Agent Sponsorship System (TASS) upon completion of HSPD-12 credentialing.

Personnel Requiring a CAC Card:

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator
TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cashier(s)
TBD at time of award of contract	Maintenance Technician
TBD at time of award of contract	Administrative Clerk(s)

Prior to the commencement of work, the employee will complete required credentialing for CAC eligibility (two options):

1. Option One - Interim Credentialing Standard. To receive a CAC under this standard, the employee must have completed an FBI Fingerprint Check that returned favorable results, and have submitted a National Agency Check with Inquiries (NACI) to the Office of Personnel Management. This standard's process is facilitated by:

a. the MCB Hawaii Command Security Manager's Office, which will provide fingerprinting and NACI submission, and interim credentialing approval.

b. the MCB Hawaii-assigned agent in the Trusted Agent Sponsorship System (TASS) who will submit the appropriate application for a CAC in TASS;

c. the MCB Hawaii DEERS ID Center, who will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to

issuing the CAC.

An "UNFAVORABLE" adjudication of the contract employee's investigation will result in immediate termination.

2. Option Two - Single and Final Credentialing Standard. To receive a CAC under this standard, the MCB Hawaii Command Security Manager will review JPAS for appropriate, previously completed and favorably adjudicated investigation, and continuity in federal service. If the HSPD-12 standards are met, a CAC will be authorized by the assigned MCB Hawaii Trusted Agent, and issued through the MCB Hawaii DEERS ID Center who , in turn, will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

~~In all cases, each contractor employee must be entered into the Joint Personnel Adjudication System (JPAS), and then owned by their contracting company Facility Secuirty Officer (FSO). The MCB Hawaii Command Security Manager will then track and monitor the employee's investigation status in MPAS through a servicing relation.~~

Personnel cannot be properly processed and provided system access on their reporting date without sufficient prior coordination between Contractor ~~FSO~~ and the COR to insure credentialing standards are achieved. ~~Please note: When processing a Questionnaire for National Security Positions, the applicants can only access the e-QIP system if they have been instructed to do so by the MCB Hawaii Command Security Manager. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official.~~

Upon favorable determination of credentialing, and contingent upon successful completion of all DOD, DON, and MCBH-required briefs, IT Level III Access will be granted.

All contract personnel requiring a CAC card will in-process with the MCB Hawaii COR, Trusted Agent, and Information Assurance Manager upon arrival to the command and will out-process with the Trusted Agent prior to their departure.

All contract personnel ~~All~~ authorized user~~s~~ of the MCEN shall receive initial Information Assurance (IA) orientation as a condition of access, and thereafter must complete annual IA Awareness refresher training to maintain an active user account.

The Department of the Defense Central Adjudication Facility will provide notification of the completed investigation to the MCB Hawaii Command Security Manager for determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas and/or be provided access to Controlled Unclassified Information. Determinations are the sole prerogative of the MCB Hawaii Commanding Officer. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor shall within 10 days prior to start of the contract, submit to the COR/ACOR a list of employees by name who will be performing work on this contract. Employees hired after contract start date shall be reported immediately.

On the first working day of each month the Contractor shall submit to the COR/ACOR an updated and current roster of all Contractor personnel who perform work under this contract. The Contractor shall report immediately in writing any termination and cause for termination of an employee.

9.1 Accessing the Base

All Contractor personnel performing work under this contract who require access to Marine Corps Base (MCB) Hawaii, shall obtain personal entry and vehicle passes from the Provost Marshal Office (PMO), MCB Hawaii.

The Commanding Officer, MCB Hawaii, has broad authority to remove or exclude any person from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding Officer may refuse to grant personal entry passes or may bar Contractor employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass or barment of an employee does not relieve the Contractor of the responsibility to continue performance under this contract.

The Contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this contract.

Contractor personnel performing work under this contract shall be readily identifiable as an employee of the contractor through the use of uniforms with nametags. The Contracting Officer may approve alternate methods of ensuring contractor personnel are readily identifiable.

Contractor personnel and equipment entering a military installation are subject to security checks. Contractor personnel shall follow any direction given by Military Police or other security or safety personnel.

The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. By signing this proposal/contract or by beginning work under this contract, the Offeror/Contractor certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the offeror and works under this contract.

Application for Vendor/Contractor Passes: The procedures below are the requirements for MCB Hawaii.

1. Upon awarding of the contract, the Contractor will enroll in the RAPIDGate Program or obtain a Vendor/Contractor Pass for each employee working under the contract from PMO MCB Hawaii. RAPIDGate access is discussed in paragraph 3. Contractors who do not enroll in RAPIDGate will be afforded one access pass per vehicle not to exceed 30 days. Follow on requests for access will require the issuance of a new pass which will not exceed four days. Contractors who do not enroll in RAPIDGate will follow the below procedures to obtain a Vendor/Contractor Passes from PMO:

a. The Contractor will submit a roster of employees that their contract ultimately supports to the sponsoring activity's Contracting Officer's Representative (COR). The roster will identify the company name, contract number, period of performance of the contract, location of performance, the full name, date of birth, social security number, address, driver's license number and expiration date for each of the Contractor's and subcontractor's employees, and the point of contact information for the Contractor.

b. The MCB Hawaii sponsoring activity's Contracting Officer's Representative (COR) will forward the roster to PMO where criminal history background checks will be completed.

c. Upon receipt of favorable background checks, the MCB Hawaii sponsoring activity will notify the Contractor that employees may proceed to Pass and Registration, building 1637, MCB Hawaii, for their Vendor/Contractor Passes.

d. Contract and subcontract employees arrive at Pass and Registration building 1637, MCB Hawaii, for the Vendor/Contractor Pass and must show two forms of identification listed in enclosure (1). Contractor and subcontract personnel operating company or privately owned vehicles will obtain a vehicle access pass and will provide valid driver's license, current vehicle registration, safety inspection, and proof of insurance.

2. Vendor/Contractor and vehicle access passes issued by PMO to Vendors/Contractors are effective from the date of issuance, for a period up to 30 days. Successive 4 day passes may be granted until the end of the contract.

Vendor/Contractor and vehicle access passes must be returned to Pass and Registration, building 1637, MCB Hawaii upon expiration of the pass. Personnel denied a business pass might appeal in writing to the Commanding Officer, Marine Corps Base Hawaii (Attn: Base Inspector). Denial or revocation of a business pass may be made if the applicant:

a. Is listed on the National Terrorist Watch List.
b. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or SSN cannot be verified.
c. Is subject to an outstanding criminal warrant.
d. Submits a Vendor/Contractor business pass application, which contains false or fraudulent information.
e. Is a registered sex offender regardless of the date of the criminal offense.
f. Has been issued a debarment order and is currently banned from any military installation.

3. MCB Hawaii has implemented a Contractor-managed security service, RAPIDGate ™. RAPIDGate is consistent with and complementary to Homeland Security Presidential Directive 12 (HSPD-12) and the Federal Information Processing Standard 201 (FIPS 201).
Participation in RAPIDGate is optional.

Under the RAPIDGate Program, Contractor personnel are vetted through a series of national and local record checks to determine whether they meet MCB Hawaii criteria for access. The determination of whether to authorize a pass (badge) is made by the Government. The badges have Radio Frequency Identification (RFID) capability, and will be scanned upon entry onto the installation. Contractor personnel departure from the installation will be recorded by passive RFID receivers. Contactor personnel who have been screened and are determined to be eligible for access will be required to self register at kiosks located at Pass and Registration, building 1637, MCB Hawaii.

The cost of the RAPIDGate Program is $199.00 per year for the Contractor's firm and $179.00 per Contractor employee for a one-year pass. Prices are subject to change by RAPIDGate. Contractors who choose not to participate in the RAPIDGate Program will be required to obtain a 30-day Vendor/Contractor pass from PMO. **Contractor personnel who are issued a Common Access Card (CAC) as a requirement for their positions (specifically access to the Navy Marine Corps Intranet) do not need to participate in RapidGate.**

Base access requirements and procedures may change during the term of a contract. The Contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

9.2 Additional Security Requirements

1. Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to the appropriate personnel for processing and security inspection.

2. Contractor and subcontract empoyees will access MCB Hawaii and other MCB Hawaii properties only for official business in support of the contract and only during the days and hours specified in their business pass. Violation may result in confiscation of the business pass and debarment from MCB Hawaii.

3. Do not pickup, remove, or disturb any ordnance (spent or live ammunition, brass, pyrotechnics, etc) found while on MCB Hawaii and other MCB Hawaii properties.

4. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the sponsoring activity's COR. If your vehicle gets stuck or breaks down, military personnel are not authorized to pull or tow your vehicle.

10. Safety
Contractor Compliance: The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD

4715.1E). These requirements shall be incorporated into the contractor's safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at http://www.osha.gov/dcsp/vpp/index.html.

Mishap Notification and Investigation: The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Government property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the contracting officer's representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The Government person notified by the contractor will in-turn notify the Safety office. Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant contracting officer, the contracting officer's representative, and/or the cognizant program manager, the contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the Government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the Government personnel until the investigation is completed.

10.1 Fire Drills

The Contractor shall participate in Government conducted fire drills or other emergency type drills. Advance notice of drills may or may not be given. The Contractor must display fire extinguishers or any apparatus that may be required by Government occupants during practice fire drills or actual emergencies.

The Contractor shall comply with requirements for displaying posters furnished by the Government pertaining to fire prevention, health and sanitation measures, accident prevention, etc. The Contractor shall display posters provided by the Government pertaining to nutrition, weight control programs, health and sanitation measures, accident prevention and similar purposes pertinent to Marine Corps activities.

10.2 Contractor Personnel Accountability

The contractor shall be responsible for personnel in the event of a disaster and shall provide **accountability** reports for personnel working under the contract to include: # of employees working at the time of the event, # located (to include # deceased and # injured), and # missing. The report shall be submitted to the COR, designated Point of Contact (POC) or Contracting Officer confirming all personnel have been contacted/located. The first report shall be communicated (oral/written) immediately following the occurrence of a disaster. Subsequent communication shall be reported until all personnel are accounted for.

Check in procedures for contractor personnel shall incorporate the most expeditious accountability with management upon the occurrence of a disaster. Contractor procedures/training shall:

- Provide multiple and redundant means of communication in the event normal communication means are disrupted or nonexistent;
- Ensure all managers, supervisors and employees understand and accomplish their personnel accountability roles and responsibilities;
- Ensure all reportable casualties are reported and included in personnel accountability reports;
- Ensure accurate baseline population counts; and,
- Carry out exercises, at least annually consistent with the guidance herein.

11. Transition

The contractor shall follow the transition plan submitted as part of the proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

12. Related Documents

The following Documents are related to this project:

-Marine Corps Food Service Standard Operating Procedures MCO 10110.14 M
http://www.marines.mil/Portals/59/Publications/MCO%2010110.14M.pdf

-Tri-Service Food Code NAVMED P 5010-1
http://www.quartermaster.army.mil/jccoe/TB_MED_530_SEP_2014.pdf

-Index of Recipes Armed Forces Recipe Service MCO P1011.4G
http://www.quartermaster.army.mil/jccoe/publications/recipes/index/full_index.pdf

-Marine Corps Base Hawaii Master Menu, which outlines the Marine Corps Fueled to Fight Program.
-Food Service Charges At Appropriated Fund Dining Facilities and The Military Academies Effective January 1, 2017 (annual).
http://www.quartermaster.army.mil/jccoe/Operations_Directorate/QUAD/Meal_Rates_Archives/meal_rates_2017.pdf

-Public Law 91-596 Occupational Safety and Health Act (OSHA) https://www.osha.gov/law-regs.html

-Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E).
https://dap.dau.mil/policy/Lists/Policy%20Documents/DispForm.aspx?ID=2789

-DD Form 254
http://www.dss.mil/multimedia/shorts/DDForm254/includes/Student%20Guide_Course0020_DD254.pdf

-DD Form 577 http://www.hqmc.marines.mil/Portals/137/DD-Form%20577_ID%20Number%20Fillable.pdf

-DD From 2971 http://www.med.navy.mil/sites/nmcphc/Documents/Forms/DispForm.aspx?ID=5247

-Cash Meal Payment Sheet NAVMC Form 10298, will be provided by government as required.

-OSHA Voluntary Protection Program (VPP) http://www.osha.gov/dcsp/vpp/index.html

-Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49 AFI 44–141
http://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/AR40-25_WEB_Final.pdf

-DoD 133810-M Published 2016 http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/133810m.pdf
Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

13. Deliverables

The contractor shall provide deliverables as described in the PWS and below.

#	Name	Deliverable	Frequency

2.3.5.	Insurance	Furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts in accordance with work on a government installation clause.	(1) Within 15 calendar days after award, the Contractor (2) This insurance must be maintained during the entire performance period. (3) 30 calendar days written notice to the COR by the insurance company prior to cancellation or material change in policy coverage.
2.4.1.	Medical Requirements	(1) Ensure that all personnel have a current Medical Certificate prior to starting work. (2) Shall be examined for evidence of tuberculosis. (3) Personnel absent from their duties for (30) consecutive days or more shall have a medical examination prior to retuning to duty and provide a medical certificate to the Project Manager. (4) Keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of sanitation cards.	(1) prior to starting work. (2) prior to starting work. (3) A copy of all medical certificates shall be forwarded to the COR/ACOR within (24) hours of the employee's return to work. (4) Copies of medical certificates shall be maintained at the employee's main duty location, presented upon request of the Government.
2.4.3.	Emergency Medical Care	(1) Report on occurrence of a job-related injury. (2) Prepare an accident report for COR/ACOR	(1) Immediately (2) 24 hrs. After accident is reported.
2.5.	Contractor Personnel	(1) The Project Manager or Alternate shall be available to meet with the COR/ACOR.	(1) 70% of the time, within 60 minutes of a call to meet during operational hours, or available within 2 hours after non-operational hours.
2.6.1.	Key Personnel Qualifications Requirements	(1) Furnish, the names of the key personnel hired to perform work under this contract. (2) Submit the name and detailed resume of key personnel.	(1) With the initial proposal (2) Within 2 days after the start of employment
2.6.5.	Contractor Personnel Meals	(1) Develop a policy to discourage snacking. (2) Provide a refrigerator(s) at the mess hall to store employee meals.	(2) This policy must be maintained during the entire performance period.
2.7.	Location and Hours of Work	(1) Prepare and transport boxed/bagged meals from Anderson hall to Pu'uloa Range	(1) Daily, each meal period
2.7.1. 2.7.3.	Extended Service Hours Performance During a Crisis/Emergencies	(1) Provide services when required by the COR/ACOR	(1) Within 24 hours
2.7.2.	RIMPAC	(1) Provide additional support for Anderson Hall during RIMPAC.	(1) Bi-annual
3. 4.	Food Quality Service Quality	(1) The Contractor Shall be responsible for proving consistently high quality meals.	(1) Daily, each meal period

3.1.	Authorized Personnel to Subsist	(1) Provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated quantities with or without the assistance of military cooks.	(1) Daily, each meal period
3.3.1	Menu Posting	(1) Post the all menu and prices.	(1) Daily , before breakfast
3.3.3.	Menu Changes and Enhancement	(1) Report Menu Changes	(2) In the Contractors Monthly Management Report.
3.3.4.	Menu Substitutions	(1) Manage, inventory, and issue food items in accordance with the MCBH Master menu. (2) Maintain copies of all menu substitutions, correspondence as part in the daily folders	(1) Daily, each meal period (2) As required
3.4.1. 3.4.2.	Special Holiday Meals Requirements Themed Meal Requirements	(1) Provide sufficient personnel, and extension of meal hours. (2) Provide, at their expense, appropriate decorations	(1) Holidays (2) Holiday and Themed Meals
3.4.3.	Mess Deck Support	(1) Provide mess deck requests and coordinate schedules	(1) As required
3.4.4 3.4.5 3.4.6.	Recreational Meals Requirements Box Meal Requests Remote Site Meal Requirements	(1) Provide recreational meals. (2) Provide box meals. (3) Provide meals for units participating in field exercises.	(1) As required (2) As required (3) As required
3.4.7 3.4.8	Hot and cold Beverage Support Fruit Support for Conditioning Hikes	(1) Fill Containers and provide appropriate disposable cups, at their expense. (2) Provide fruit and beverage support.	(1) As required (2) As required
4.1. 4.5.	Quality Control Consequence Contractor's failure to Perform Required Services	(1) Develop a Quality Control Plan (QCP). (2) Hold meetings (3) Report Defects of cleanliness of spaces and related items will be reported to the COR/ACOR.	(1) With the initial proposal (1) Maintained throughout the awarded contract. (2) Weekly until full implementation of the contract. (2) Twice per month. (3) In writing 24hrs (4) Failure to maintain an effective QCP may result in Termination for Default.
4.1.3.	Customer Comments	(1) Provide Meal Comment Cards	(1) As requested by COR/ACOR
4.7.	Food Safety and Sanitation	(1) Implement a Food Safety Plan and cleaning schedule.	(1) With the initial proposal

4.4.1.	Sanitation Training	(1) Attend and teach training classes in the principles and practices of personnel hygiene and food service sanitation to prevent food borne illness. (2) 8 hour initial Sanitation Training (3) 4 hour Sanitation Course (4) Supervisory Personnel shall have successfully completed a formal food service sanitation training program.	(1) Quarterly (2) before initial job is started (3) Annually (4) Certificate will be submitted to the COR/ACOR 10 days prior to contract start date. Certificates shall be renewed annually, and re-submitted on the contract anniversary date.
4.4.2	Inspections	(1) Provide personnel to accompany the agency inspections of review teams.	(1) As required
4.4.3.	Sanitation Inspections	(1) Navy Environmental & Preventative Medicine Unit (NEPME) (2) W.P.T Hill Inspection Team (3) Western Pacific Food Management Team (WPFMT) (4) Marine Corps Installation Pacific Technician Inspection (MCIPAC TI) (5) Installation Food Service, Hawaii Technician Inspections and Quality Assurance Evaluations.	(1) Defects or discrepancies will be reported to the COR/ACOR in writing 24 hrs. After inspection. (2) After Nomination (3/4) Annual (5) Semi-Annual (TI), Quarterly (QAE)
4.4.4.	Food-Borne Illnesses	Notify immediately the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness.	Immediately
5.	Marine Corps Information Management System (MCFMIS)	(1) Provide sufficient personnel to support the MCFMIS program. (2) Maintain Daily Folders (3) Generate Subsistence Operational Analysis Reports (4) Prepare letters, reports, and other administrative documents (5) Maintain accountability of all subsistence items.	(1) Daily, each meal period (2) Daily, each meal period (3) Quarterly and Yearly (FY) (4) Daily, each meal period (5) Weekly
5.1.	Food Service Storage and Warehouse	(1) Provide sufficient personnel to support all areas of Food Service storage & warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and administrative documentation. (2) Maintain the property warehouse and conduct inventory.	(1) Daily, each meal period (2) Monthly
5.1.1.	Storage	(1) Issue, inventory, and maintain stock levels required identified in the PWS.	(1) Daily, each meal period
5.1.2.	Subsistence Handling	(1) Receipt for all prime vendor deliveries with 100% visually inspections. (2) Provide inventory on all subsistence items	(1) Upon truck delivery, daily (2) Daily, each meal period

5.2.	Cashier/Meal Verification Supervisor Services	(1) Responsible for collecting funds generated from the sales of the meals. (2) Provide sufficient cashiers. (3) Cashiers will be assigned in writing and have a DD form 577 complete. (4) A minimum of (5) cashiers with CAC will be available during. (5) Turn over funds collected with supporting cash meal payments sheets/supporting documentation to the Government.	(1) Daily, each meal period (2) Daily, each meal period (3) 3 days prior to appointment (4) Daily, during all meal periods (5) Weekly or as required base on monetary limits.
6.	Provide Meals in a Timely Fashion	(1) Mange the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered.	(1) Daily, each meal period
6.1.	Food Preparation and Serving Requirements	(1) Providing sufficient personnel to prepare products, service, and support: Main, specialty, snack, flight, and carry out lines, with or without the assistance of Military cooks. (2) Obtain food from the Chief Cook/Store Room for each meal and accomplish all tasks as required by the Pro-Guide and Pre-Prep.	(1) Daily, each meal period (2) Daily, each meal period
6.1.2.	Serving Lines	(1) Service, maintain, and clean the all serving lines, and the patron self-service areas; and serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. (2) Use separate utensils for each food item served (3) Move full serving containers to serving lines and remove empty containers (4) Maintain proper temperatures on the serving lines (5) Breakdown serving lines (6) Clean serving lines	(1) Daily, each meal period (2) Daily, each meal period (3) Daily, each meal period (4) Daily, each meal period (5) (15) minutes after the end of the meal period. (6) within (60) minutes after the lines are broken down
6.1.3	Garnish	(1) May provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.	(1) Daily
6.1.4.	Self Service	(1) Clean all spills, food debris, or liquids. (2) Clean toasters and microwaves	(1) Within (5) minutes of occurrence. (2) Daily, each meal period
6.1.5.	Salad Bar Menu	(1) Process fresh fruits and vegetables	(1) not more than (18) hours prior to use
6.1.6.	Fitness Menu	(1) Provide a Fitness Menu	(1) With the initial proposal (2) Daily
6.1.7.	Beverage Service	(1) Service all beverages dispensers	(1) Daily
6.1.7.1.	Ice Distribution	(1) provide ice manually from the ice dispenser located elsewhere (2) Remove all ice from the storage compartments and clean the interior of all ice making machines	(1) Daily, before and during meal period (2) Weekly
6.1.9.	Ice Cream	(1) Monitor and have ice cream available throughout the serving period.	(2) Daily, each meal period

7.	Provide Meals in a Clean and Pleasant Establishment	(1) Provide a clean table and chair (2) Provide steady re-supply of dishes, utensils, condiments and supplies to all serving areas	(1) Daily, each meal period, without waiting (2) Daily, each meal period, without waiting
7.1.	Material Handling	(1) Assist the Government by complying with the base-recycling program	(1) After every meal and closing of the facility.
7.2.	Cleaning Housekeeping	(1) Submitted in writing cleaning, housekeeping, and amenities plan.	(1) 14 days before the contract start date.
7.3.	Exterior Cleaning	(1) Shall sweep and clean in and around entrances, exists and sidewalks. (2) Shall empty, clean and reposition all cigarette ash receptacles (3) Sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. (4) Fly-fans will be dusted and cleaned (5) Clean all windows and screens (6) Shall remove, clean and return all garbage and trashcans (7) Addition cleaning or maintenance	(1) Daily, after each meal period (2) As required (3) Daily, once (4) Weekly (5) Weekly (6) Daily (7) As required
7.3.1.	Exterior Ground Maintenance	(1) Create a pleasant outdoor environment. (2) Responsible for the care, landscaping and grounds sounding the food service facilities within (20) feet. (3) Grounds mowed (4) Water plants (5) Shall rake, mulch, and prune (6) Exterior of building (7) Cleaning and maintenance of picnic tables, and butt cans	(1) Daily (2) As Required (3) No more than 3 inches tall (4) As required (5) As required (6) monthly or as required (7) As required
7.4.	Interior Cleaning	(1) Spot clean all walls, baseboards, windows, window ledges, doors, and door frames. (2) Dust trophies, sport memorabilia, and display cases (3) Glass panes, inside and out (4) Polish all metal surfaces that require polishing (5) Clean and sanitize all restroom and locker rooms (6) Keep all paper towels, toilet paper, and hand soap dispensers (7) De-scaled toilets and urinals	(1) Weekly (2) Weekly (3) Daily (4) Weekly (5) Daily, after each meal period (6) At all times (7) Weekly
7.4.1.	Floor Cleaning	(1) Preform spot cleaning (2) remove all "scuff marks". (3) Preform floor waxing (4) Shall remove all dirt and deposits of old wax using wax stripper. (5) Clean the throats and covers of all floor drains	(1) Daily, during all meal periods (2) As required (3) Monthly (4) As required in PWS (5) Daily, after each meal period

7.4.2.	Dishwashing Service	(1) Provide a minimum of (3) personnel per scullery (2) Clean interior and exterior surfaces of dishware dispensers, try racks and carts. (3) Sort all dishware and utensils (4) Return all dishes and dinnerware to their respective storage areas after each meal. (5) Clean dishware, trays and flatware. (6) Notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained (7) Perform dish washing by hand. (8) both dishwashing areas	(1) Daily, during and after each meal periods. (2) Daily, after each meal period (3) Daily, during and after each meal periods. (4) Daily, after each meal period (5) Daily, during and after each meal periods. (6) Immediately (7) As required follow PWS (8) As required
7.4.3.	Pot/Pan Washing	(1) Drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals. (2) Remove lime and scale deposits (3) Complete the entire dishwashing operations (4) Clean and sanitize cooking and serving equipment (5) Cleaning oven and conveyor toasters racks (6) Clean the pan washing room or area	(1) Daily, after each meal period (2) Weekly (3) No later than (90) minutes after the conclusion of each scheduled meal period. (4) Daily, after each meal period (5) Twice, per week (6) Daily, after each meal period
7.4.4.	Equipment Cleaning	(1) Thoroughly clean food serving equipment, tables, and work area (2) Clean the interior of ventilating hoods (3) Clean all removable grease filters (4) clean "pass through" and other types of food holding spaces (5) Responsible for removing then returning the food items to their original position after cleaning	(1) Daily, after each use (2) Daily, after each use (3) Weekly (4) Daily, after each meal (5) As required
7.4.5.	Furniture	(1) Physically move dining room furniture	(1) vary each month
8.1.2.	Government Furnished Property	(1) Conduct a joint inventory	(1) Prior to the start date
8.1.3	Government Furnished Supplies	(1) Conduct a joint inventory (2) Maintain adequate Government Furnished Supplies (3) Provide all laundering service for tablecloths	(1) Prior to the start date (2) Daily, all times (3) As required
8.2	Additional or Replacement Equipment	(1) Submit requests for additional or replacement equipment/supplies (2) Responsible for maintaining property records (3) Develop a property control system (4) Report the loss, damage or destruction (5) Minor Property Inventory (6) Joint Minor Property Inventory	(1) As required (2) Monthly (3) 14 days after the contract start date. (4) Verbally, written report 5 days (5) Monthly, per PWS (6) Monthly, per PWS
8.4.	Shut down and Service Calls	(1) Prior approval requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment (2) Perform service call work	(1) Submitted 72 hrs. in advance (2) As required

8.5.	Maintenance and Repair	(1) Perform required (minor and major) maintenance (2) Provide all materials and supplies necessary to perform required maintenance (3) Maintain and repair all walk-in and reach-in type refrigerator units (4) Connect and disconnect all utility lines (5) Furnish all food preparation and serving equipment replacement parts (6) Verbal or hand written lists and input	(1) Daily (2) As required (3) As required (4) As required (5) As required (6) Yearly
8.5.1.	Maintenance and Repair Contractor Responsibilities	(1) Manage the total work effort associated with the maintenance, repair and all other services (2) Provide an adequate staff (3) Preventive Maintenance Inspections and Services	(1) Daily (2) Daily (3) Monthly
8.5.2.	Office Equipment	(1) Shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. (2) Shall provide all necessary office and administrative supplies (3) Responsible for all reproduction requirements (4) Responsible for proper security of Contractor supplies and belongings	(1) As required (2) As required (3) As required (4) Daily
8.6.	Other Supplies and Services	(1) Contractor will provide all laundering service	(1) As required
8.6.1.	Commercial Telephone Service	(1) May request off-base commercial telephone service	(1) As required
8.6.2.	Personnel Protective Equipment	(1) Furnish all safety, and hearing protection for all hazardous areas	(1) As required
8.6.3.	Uniforms	(1) Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. (2) Provide employee uniforms, name tags, and special-type clothing as described herein. (3) Furnish bimetallic thermometers for appropriate contractor employees (4) shall not wear jewelry	(1) As defined in PWS (2) As defined in PWS (3) As defined in PWS (4) As defined in PWS
8.6.3.1	Uniform Allowance	(1) Furnish all employee a with an adequate number of uniforms	(1) As defined in PWS

~~9.~~	~~Security~~	~~(2) Comply with all current Marine Corps Base Hawaii security requirements.~~ ~~(3) Only US Citizens shall No Foreign National will be employed~~ ~~(4) Work under this contract requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC)~~ ~~(5) Shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract.~~ ~~(6) Authorized users of the MCEN shall receive initial Information Assurance (IA) Training~~ ~~(7) Submit a list of employees by name that will be performing tasks on this contract.~~	~~(1) Prior to the start date~~ ~~(2) Daily~~ ~~(3) Duration of contract~~ ~~(4) All Supervisor and Key Billets for the duration of contract~~ ~~(5) Duration of contract~~ ~~(6) Annually~~ ~~(7) 10 days prior to start of the contract.~~ ~~(7) Monthly~~
9.	Security ~~Requirements~~	(1) Comply with all current Marine Corps Base Hawaii and DoD security requirements. (2) Only US Citizens shall ~~No Foreign National will~~ be employed. (3) Work under this task order requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) (4) Shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract ~~task order~~. (5) Authorized users of the MCEN shall receive initial Information Assurance (IA) Training (6) Submit a list of employees by name that will be performing work ~~tasks~~ on this contract.	(1) Prior to the start date and daily (2) Duration of contract (3) All Supervisor and Key Billets for the duration of contract (4) Duration of contract (5) Annually (6) 10 days prior to start of the contract and ~~(7)~~ Monthly
10.	Safety	(1) Comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). (2) Participates in the OSHA Voluntary Protection Program (VPP). (3) shall notify (4) Secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office.	(1) As defined in PWS (2) As defined in PWS (3) Within four (4) hours (4) As required

10.1	Fire Drills	(1) participate in Government conducted fire drills or other emergency type drills (2) Display fire extinguishers (3) Shall comply with requirements for displaying posters	(1) As required (2) As defined in PWS (3) As defined in PWS
10.2	Personnel Accountability	When required, provide accountability reports.	As defined in PWS.

14. Performance Requirement Summary (PRS)

SOW PARA	Performance Objective	Performance Standard	AQL	Surveillance Method
4.4 7.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Sanitation requirements of the Tri-Service Food Code and state and local laws/regulations.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position for the ordering, receiving issuing, preparing, serving, and cleanup of the MCBH Master Menu.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
2. 6.1.	The contractor and subcontractor shall adhere to all state and federal laws, and Marine Corps rules and regulations.	Abides by all laws and regulations. No injuries or incidents that result in the loss of work or work stoppage.	No state or federal violations; 95% adherence to base regulations.	Completes all on-line training and attends specified training opportunities. Food Safety and sanitation briefings. All incidents reported.
10.	The contractor and subcontractor shall not perform unsafe acts to could cause harm to themselves or others and does not violate base safety regulations.	Abides by all base safety regulations and those identified by the food service staff.	95% accident free	Attends base safety training, receives safety briefings from food service staff and appropriate military personnel.
8.5.1.	The contractor and subcontractor shall Provide operator maintenance and minor/major repairs of food service equipment. In accordance with PWS.	Routine-Repair within 4 days. Urgent-Repair within 2 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	Routine-Repair within 5 days. Urgent-Repair within 3 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	During Inspections: 95% of the equipment necessary to cook, clean or sanitize for each meal period will be available.

3. 3.3 4.	The contractor and subcontractor shall managing subsistence, supplies and equipment necessary to service the guests in accordance with the PWS.	Result in 100% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Result in 95% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.2.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Proper accountability of all cashier transactions, with a less than .01% error rate.	Ensure cash deposits are 100% accurate and turned in by the next business day. Perform cashier services and ensure cash deposit is accurate and turned in on time.	Proper accountability of all cashier transactions, with a less than .01% error rate.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.7.3 6.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in there is no impact of food service operation during regular and contingency operations.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 5 food servers cooks.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 4 food servers cooks.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.	The contractor and subcontractor shall meet scheduled deadlines and deliver products in the time requested.	Meets 100% of deadlines imposed by the COR.	95% of tasks are completed within the timeframe prescribed.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
3.1. 6.	Prepare food IAW recipe cards and Performance Work Statement	100% of menu items/meal period as provided by the government.	95% of menu items/meal period as provided by the government.	QAE inspection and Food Tech/FSO walk thru. Customer Complaint from Senior Cook on duty.

15. Wage Determination

The wage determination applicable for this solicitation is CBA-2017-10354 and is attached. ~~to this contract.~~ The referenced CBA is also attached. Summary table has been deleted and replaced by including the CBA in its entirety.

15.1 Unit Price Adjustments in Option Periods

This contract incorporates a Service Contract Act (SCA) Area Wage Determinations (AWDs) based on a Collective Bargaining Agreement from the previous service provider. The Wages in the contractor's proposal are to utilize the WD rates for the WD/CBA as indicated below for the base period and all option periods. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Act—Price Adjustment Clause, FAR 52.222-43 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees in the option periods of performance. In accordance with the referenced clause, the contractor may be entitled to an adjustment in contract price only when a new SCA or CBA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

15.2 Annual Wage Rate Determination and Rate Calculation

(a) This procurement is subject to the requirements of the Service Contract Labor Standards (formerly Service Contract Act of 1965).
(b) The Contractor agrees to furnish the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.
(d) If the wage rate differs from prior year, the Contractor must submit a claim of adjustment within 30 days of receipt of the new wage determination to the Contracting Officer. However, the Contracting Officer may extend the 30 day submission period in writing. The Government has the authority to examine all supporting records and documentation.
(e) The following provides guidance on the process when requesting an adjustment: For the labor category adjusted by the revised wage determination, the current rate should be subtracted from the revised rate. Additionally, the difference in fringe must also be calculated. The difference in the wage rate and fringe must be added together, with the result being multiplied by the number of total hours performed. The result is the total adjustment amount. The Contracting Officer will issue a modification to reflect the required adjustment.

OPTION FOR INCREASED SERVICES – Separately Priced Line Items

The Government may require the delivery of the numbered Contract Line Item Numbers (CLINS) 0004AA-AC, 1004AA-AC, 2004AA-AC, 3004AA-AC, and 4004AA-AC identified in the schedule as optional Surge Services CLINS in the quantities and at the prices stated in the schedule. The Contracting Officer may exercise any of these options by written notice to the Contractor within 2 days from performance start date. If options are exercised for less than the quantities listed in the SUBCLIN, the total price for the exercised SUBCLIN shall be prorated for the amount of hours exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 54

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0003	04-Jan-2018		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MCBH COMMANDING OFFICER (CODE RCO) BOX 63063, BLDG KANEOHE BAY HI 96863-3063	M00318	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
	X	9A. AMENDMENT OF SOLICITATION NO. M0031817R0003
	X	9B. DATED (SEE ITEM 11) 25-Sep-2017
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [X] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to change the security language in the PWS regarding citizenship requirements and employment eligibility for contractor personnel working on the contract. See modified PWS attached. Changes are highlighted in yellow. All other conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 04-Jan-2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
PWS

Performance Work Statement (PWS)
Management and Mess Hall
Attendant (M&MA) Services for Marine Corps Base Hawaii (MCBH)

1. Vision Statement
To remain responsive to Marines needs for high-quality and nutritious meals.

1.1 Introduction
The contractor shall effectively plan, develop and execute a cost-effective Marine Corps Base Hawaii, Kaneohe Bay Food Service program while maintaining occupational proficiency for food service Marines (MOS 3381).

1.2 Mission
Safely serve fresh nutritious, wholesome, quality meals while complying with the Marine Corps expanding diversity of ethnic, cultural and nutritional requirements for our warfighter.

1.3 Background
The Director, Headquarters United States Marine Corps (USMC), Food Service and Subsistence Program is responsible for the overall food service operations for the Marine Corps.

The Contracting Officer (KO) will have overall contractual authority to the maximum extent practicable, consistent with law.

The Contracting Officers Representative (COR) and Technical Representative (TR) will function as the Installation Contracting Officer Representatives respectively.

The Quality Assurance Evaluator (QAE) will be tasked to assess and monitor contract performance.

The Installation Food Service Officer (FSO) or official designee will continue to function as a special staff officer within the military chain of command, advising commanders and coordinating efforts on all matters pertaining to MCBH Management and Mess Hall Attendant (M&MA) Services.

1.4 Scope
There are seven primary goals of the Marine Corps Base Hawaii, Management and Mess Hall Attendant (M &MA) Services Contract:

Goal 1. Provide high quality meals that meet or exceed the nutritional requirements in accordance with Fueled to Fight (F2F), and Marine Corps Base Hawaii Master Menu.
Goal 2. Provide meals that are prepared in accordance with (IAW) food safety standards.
Goal 3. Provide meals in a clean and pleasant establishment.
Goal 4. Provide meals in a timely fashion.
Goal 5. Provide capable and responsive food service and facility management.
Goal 6. Provide sustainment of Government Furnished Property.

Goal 7. Provide a training platform to Food Service Marines assigned to Management and Mess Attendant (M&MA) Mess Halls.

2. General Requirements

The base period of performance for Marine Corps Base Hawaii, Food Service Contract shall begin 01 March 2018 through 28 February 2019 with four option years.

The Contractor shall provide all management, personnel, tools, and supervision necessary to perform management, administrators, inventory control, ordering control, food preparation, mess attendant, food service workers, food preparation and serving equipment maintenance and repair, motor vehicle operation, cashiers at facilities associated within the Marine Corps Base Hawaii Food Service Program as defined in this Contract.
The Contractor shall perform to all standards and requirements described at the food service facilities listed herein.

A brief explanation of the various types of services required under this contract is listed below.

(1) Administrative Support and Clerical:
-Administrative Assistant (Technical Representative and Project Manager)
-Accounting Clerk II (Marine Corps Food Management Information System ((MCFMIS))/Point of Sale ((POS)) administrator)
-Accounting Clerk II (STORES Web/ SABRS administrator)
-Orders Clerk I (Common Logistics Command and Control ((CLC2S)) Orders Clerk/ PR Builder Orders Clerk)
-Secretary I

(2) Food Preparation and Mess Attendant Services:
-Baker
-Cook I
-Cook II
-Dishwasher
-Mess Attendants
-Food Service Worker

(3) General Services and Support Occupations:
-Janitor
-Laborer, Ground Maintenance
-Window Cleaner

(4) Landry, Dry-Cleaning, and Pressing:
-Presser, Machine, Wearing Apparel, Laundry

(5) Materials Handling and Packing:
-Store Worker I (Storeroom/Property/PR builder)

(6) Mechanics and Maintenance and Repair: (Food Preparation and Serving Equipment Maintenance and Repair)
-Electronics Technician Maintenance I
-General Maintenance Worker

(7) Transportation/Mobile Equipment:
-Truck driver, Light

(8) Miscellaneous:
-Cashier

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Marine Corps Food Management Information Systems (MCFMIS) such as:

Production Worksheet, Menu Scaled Recipe, Issues, Issue Summary, Pull Sheet, Menu Scaled Ingredient Labels, Post Meal Counts, Food Items and Recipe, and Daily Coat Analysis.

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Department of Defense Single Stock Point for Military Specifications, Standards and Related Publications (DODSSP) Collection such as: Custodian Asset Report (CAR), Custodian Inventory Report (CIR), Mess Hall Equipment Replacement Record (MERR), National Stock Number (NSN), and Minor Property Report.

2.1. Non-Personal Services

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required work under this contract. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the KO immediately.

2.2. Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3. Contract Administration and Management

Contractor managerial functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional-style food service establishments.

Contractors will perform their duties alongside of military food service personnel. The Contractor shall comply with the Marine Corps Base Hawaii Master Menu and authorized changes, MCO P1011.42B (Armed forces Recipe Service), The Marine Corps Food Management and Information System (MCFMIS) and all authorized changes made by the Installation Food Service Officer/Food Technician. All food prepared in the food service facilities shall be prepared and stored in accordance with provisions contained in NAVMED P5010-1, Tri-Service Food Code (TSFC).

2.3.1. Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between TR and the contractor's corporate offices. Additionally, the contractor must maintain continuity between the support operations at local installations and the contractor's regional and/or district offices.

2.3.2. Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer requirements. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support the Marine Corps Base, Kaneohe Bay Food Service Contract. The contractor shall assign work effort and retain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3. Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make all necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract requirements

both on and off site. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.3.4. Right of First Refusal

Upon award of the contract, the contractor and its subcontractors are required to offer those service employees that are employed under the predecessor contract, and whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. Therefore, the contractor shall comply with the Non-displacement of Qualified Workers clause 52.222-17 in this contract.

2.3.5. Insurance

Within 15 calendar days after award, the Contractor shall furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts not less than the minimums specified below and in accordance with the FAR 52.228-5, insurance – work on a government installation clause. This insurance must be maintained during the entire performance period.

The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

- Comprehensive General Liability: $1 million per occurrence.
- Automobile Liability: $200K per person, $500K per occurrence for bodily injury, $20K per occurrence for property damage.
- Employee's Liability Coverage: $100K, expect in states where workers' compensation may not be written by private carriers.
- Worker's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
- Liability to Third Persons: in the amount of $1 million per claimant and $2 million per incident.
- Other as required by State Law.

2.4. Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors shall add subcontractors to their team after receiving consent from the KO. Cross teaming may or may not be permitted.

2.4.1 Medical Requirements

The Contractor shall ensure that all personnel have a current Medical Certificate (DD form 2971) prior to starting work. All Contractor personnel shall be examined for evidence of tuberculosis. The medical screening shall be in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC), all forms will be maintained by the Contractor in accordance with Health Insurance Portability and Accountably Act (HIPAA) and the privacy act. The Contractor shall keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of their DD form 2971.

2.4.2. Contract Employee Health

The Contractor shall comply with requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC). The Government reserves the right to remove or direct the Contractor to remove any employee that the Government believes may have a communicable disease. Removal of a contract employee because the employee may have a communicable disease shall not relieve the Contractor from responsibility to perform under this contract.

2.4.3. Emergency Medical Care

Only Emergency medical care is available at the Navel Regional Medical Clinic to the Contractor employees who require immediate medical treatment resulting from on-the-job injury. The Government on a reimbursable basis will provide emergency medical transportation to a community medical facility. Cost and reimbursement policy will be rendered by the KO.

The Contractor shall immediately report an occurrence of a job-related injury. The Contractor shall prepare an accident report and forward the original and one copy to the COR/ACOR within 4 hours.

2.5. Contractor Personnel

The Contractor shall provide an on-site Project Manager to be responsible for performance of the work. The Project Manager shall be on-site at least 70% of the operational time. In the absence of the supervisor, a lead worker shall be placed in charge and shall have supervision as his primary function during the times he is in charge.

During Mess hall operating hours, the Project Manager or Alternate shall be available to meet with the COR. at the mess hall, within 60 minutes of a call to meet. After close of the mess hall for the day, the Project Manager shall be available within 2 hours for discussions.

2.5.1. Conduct, Conflicts of Interest, and Other Issues

Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
The Contractor shall remove immediately from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

The Contractor shall employee professionally and technically qualified personnel to perform the work specified and to ensure that the quality of services performed meet the performance standards specified.

The Contractor shall not employ off-duty quality assurance personnel or any individual who has received a persona non grata, nor any person who is an employee of the United States Government, when employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Department of Defense, Military or Civilian. The Contractor shall not employ family members of Military food service personnel assigned or near the vicinity of the Food Service Facilities.

The Contractor is cautioned that off-duty/active personnel hired under this contract may be subject to permanent change of station orders, change in duty hours, or deployments, which could have an impact upon his/her staffing. Military Reservists and National Guard members may be subject to recall for active duty. Their absences at any time shall not constitute an acceptable excuse for non-performance under this contract.

A strike by the Contractor's employees does not constitute justification for non-performance of any part of this contract.

2.5.2. Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined by the Wage Determination List under the Department of Labor, labor rates, and man-hours utilized in the execution of the Performance Work Statement (PWS) line items issued hereunder will be the minimum necessary to accomplish the work. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

The use of alcoholic beverages and illegal drugs, or incapacitating agents while on duty, is strictly forbidden. The contractor shall immediately remove and replace employees who are under the influence of such substances without causing a disruption in services.

2.6 Capable and Responsive Management and Staffing

The Contractor shall provide all requisite management resources and staffing needed to accomplish the work delineated in this PWS. Anticipating and planning for changes in the work environment, including changes in the demand for meals or other food services is a fundamental part of this management requirement.

2.6.1 Staffing Requirements

The contractor shall provide all staffing required to accomplish the work described in the PWS. The following are the minimum requirements for staffing. The contractor has the discretion to decide to provide additional staffing beyond what is listed below at no additional cost to the Government in order to meet the requirements of the PWS.

Required Jobs: Key Billets

-Project Manager (a person in charge of Mess Hall Operations and employees working under the company). It is mandatory for 1 full-time person to hold this position.
-MCFMIS Operator- places subsistence orders please see Section 5 on page 60 of the original solicitation. It is mandatory for 1 full-time person to hold this position.
- Production Chef (aka Head Chef/Executive Chef). It is mandatory for 1 full-time person to hold this position.
- Cooks I/II- enough to support the meals listed in 3.2 page 52. It is mandatory to have a minimum of 16 full-time personnel to hold these positions.
- Bakers- enough to support all meal listed in 3.2 page 52. It is mandatory to have a minimum of 3 full-time personnel to hold these positions.
- Maintenance Technicians- Works on all food service equipment in the facility. It is mandatory to have a minimum of 2 full-time personnel to hold these positions. Tasks may include and be combined with the requirements for the electrical maintenance and light truck driving duties.
- Accounting Clerk- STORES WEB/SABRS; Orders Clerk- PR Builder/CLC2S; and Secretarial duties. ,Iit is mandatory to have a minimum of 2 full-time personnel to fulfill these positions/responsibilities/duties.
-Cashiers. It is mandatory to have a minimum of 5 full-time personnel to hold these positions.
-Food Sanitation Specialist. It is mandatory to have a minimum of 41 total full-time personnel to fulfill these positions. These positions have the following job responsibilities/duties: Mess Attendant duties; Food Service Work duties; Janitorial duties; Window cleaning duties; Store Worker duties in the Storeroom (it is mandatory to have a minimum of 3 of the 41 full-time personnel assigned to this duty); Store Work duties in the Property room (it is mandatory to have a minimum of 2 of the 41 full-time personnel assigned to these duties; and Dishwashing duties (it is mandatory to have a minimum of 6 of the 41 full-time personnel assigned to this duty). Please note 3 dishwashers are required per scullery, and 2 scullery's are to be manned for all shifts with a 3rd scullery available for over-flow as needed.

2.6.1.1 Qualifications Requirements

The Contractor shall furnish, with the initial proposal, the names of the key personnel hired to perform work under this contract. The names are to be accompanied by a brief personal history statement including, but not limited to, a record of employment covering the immediately preceding year and other mess attendant related jobs.

b. Must possess the following experience, at a minimum:

1. The Project Manager: shall, within the past 10 years, have 8 years' experience; consisting of a minimum of 5 years supervisory experience, and 5 years management experience in volume food service providing complete meal service. The project manager must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 10 years and pay grade of E-9, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed Project Manager is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 10 years must have been in a supervisory status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

(2). Marine Corps Food Service Information System (MCFMIS) Operator shall, within the past 10 years, have 5 years' experience; consisting of a minimum of 5 years supervisory experience, and 3 years management experience in volume food service providing complete meal service. The MCFMIS operator must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 6 years and grade of E-6, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed MCFMIS Operator is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 3 years must have been in a status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

3. Production Chef – is the Head Chef/Executive Chef in Charge of all the areas production schedules, employees, and number of cooks assigned to include the Snack Line and Satellite Facility: Shall, within the past 10 years, have 5 years' experience in complete orders from steam tables, placing food on plates and serving customers at counters. Have grilled and garnished hamburgers or other meats such as steaks and chops. Grilled, cooked, and fried foods such as french fries, eggs, and pancakes. Perform simple food preparation work such as making sandwiches, carving meats, and brewing coffee. Take orders from customers and cooked foods requiring short preparation times, according to customer requirements. Clean food preparation equipment, work areas, and counters or tables. Also, possess knowledge in preparation of hot food items using sautéing, roasting and baking skills and performing work such as volume preparation of soups, salads, gravies and other foods constituting a snack line item. Possess knowledge of progressive cookery and high standard of quality for preparation and service of food.

(a) Military food experience at a minimum with 4 years and pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of the Production Chiefs to the Contracting Officer via the COR/ACOR within two (2) days after start of employment. It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in the position shall be identified (complete name resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of the any personnel changes.

4. Cook: Shall, within the past 5 years, have 3 years' experience functioning in every aspect of introductory food preparation, storage, cooking, baking, knife skills, weighing and measuring, production methods, presentation standards, garnishing techniques and serving. Qualifications required include basic skills in math and reading, ability to follow recipes, communicate, and work closely with others.

(a) Military food service experience at a minimum have 3 years in pay grade of E-5 or below may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of cooks to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

5. Bakers: Shall have, within the past 10 years, 5 years' experience in volume preparation of baking goods. Must possess the ability to prepare breads, rolls, muffins, cookies, pies cakes, doughnuts, biscuits, and other pastries, including icings and frostings, according to established recipes. Prepares components, gelatins, custards, meat pies,

fillings, and other finishes as required. Ability to prepare all types of baked goods. Cleans and maintains work areas, utensils, and equipment. (Experience shall include but not limited to pies, cakes, breads, rolls, biscuits, sweet rolls, doughnuts, icings, sauces, glazes, puddings, and gelatin products.)

(a) Military food service experience at a minimum have 5 years in pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of bakers to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

6. Maintenance Technician: Will fall under the purview of the contractor project manager. Repairman, in coordination with the Responsible Officer and Property Chief, will perform his/her duties alongside military food service personnel. The Contractor shall comply with the MCO P4450.7E Marine Corps Warehousing and authorized changes. All equipment maintenance in the mess hall shall be in accordance with provisions contained in Marine Corps Safety Program, OSHA and technical manual requirements.

(a) Must possess the following experience, at a minimum: 3-5 years' experience required; Ability to work a flexible work schedule, including weekends and holidays; Demonstrated knowledge of electrical and mechanical systems and instruments; Proficient use of basic electrical and mechanical troubleshooting instruments; Ability to read and understand warning and instruction labels; Follow written and oral instructions; Familiar with various welding techniques and procedures; and Food industry experiences a plus.

(b) The contractor shall submit the name and detailed resume of service repairman to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

2.6.1.1 KEY PERSONNEL

The personnel listed below are considered essential to the work being performed hereunder. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer 15 working days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. No change in personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. However, in urgent situations, as determined or agreed to by the Contracting Officer, an oral request to substitute key personnel may be approved and subsequently ratified by the Contracting Officer in writing. Such ratification shall constitute the consent of the Contracting Officer required by this paragraph. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on the substitution(s). In the event the proposed substitution of key personnel does not meet or exceed the education, experience, and other technical requirements of the personnel being replaced, the Government reserves the right to require continued performance of previously approved key personnel or to require substitution of acceptable replacements for the individuals specified below. The key personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator

TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cooks
TBD at time of award of contract	Bakers
TBD at time of award of contract	Maintenance Technician

2.6.2 Contractor Manpower Reporting Language for Contract Performance Work Statements
"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Food Services via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/"

2.6.3. Employee Breaks
Employee breaks (rest periods) shall not be taken during the periods of meal preparation, serving, or post meal periods without the approval of the Project Manager. Breaks shall be taken in designated areas only. Contract employee's breaks shall not interfere with contract employees performing services.

Contractor employees shall not loiter, congregate or sleep, in working or patron areas.

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

2.6.5. Contractor Personnel Meals
Personnel who are employed in the food service facilities under this contract may purchase meal while on duty and up to 30 minutes before or after their shift. The Contractor personnel dinning times shall not interfere with performance of this contract. The Standard meal portions will be available to the Contract employees. The rate charges shall be the Standard meal rate, as provided by the government in official correspondence.
The Contractor shall, before any meal consumed, pay for the meal with the cashier at the appropriate meal rate. Snacking, (consumption of food or drink without reimbursement to the government) is strictly prohibited.

Contractor employees eating Government substance at any time shall be required to pay for a complete meal. The Contractor shall develop a policy to discourage snacking. If snaking is observed, the contract employee will be charged by the period of the day in which the eating or drinking is observed. If any employee observed snacking does not have funds to pay for the meal, the Contractor shall be required to pay.

Consolidation of employee personal meals with Government food is prohibited. The Contractor shall provide a refrigerator(s) at the mess hall to store employee meals. Contract employees shall consume meals only in areas designated for eating, and at no time will the meals provided leave the facility.

2.7. Location and Hours of Work
Accomplishment of the results contained in this PWS requires work at food service facilities and other government facilities. Normal workdays for the food service facilities are Monday through Sunday to include Federal and State Holidays.

The Contractor Shall Provide Critical Management tools, labor, and transportation, necessary to perform services in:

(1) Anderson Hall, 1089 Seldon St. MCBH HI, 96863: is a full service dining facility to include carry out services.

(a) **Main Line/Specialty Bars,** (3) Serving Lines, Normal hours of operation:
Monday- Friday
- Breakfast: 0530-0730
- Lunch: 1030-1300
- Dinner: 1600-1800

Weekend &Holidays
- Breakfast Brunch: 0800-1100
- Dinner Brunch: 1500-1800

(b) **Snack Line,** (1) Serving Line
Monday-Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: 1600-1800

Weekend &Holidays
Closed

(2) Flight-Line, Bldg. 144 1st St. MCBH HI, 96863: (1) Serving line, is a convince style dining facility where all items are carry-out style. Patrons are authorized to dine-in.
Monday- Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: (as requested by the unit)
- Mid-Rations (as requested by the unit)

Weekends & Holidays
Closed

(3) Pu'uloa Range Training Facility (PRTF) Bldg. 200 MCB Ewa Beach HI, 96707: Provides a boxed/bag meals for Breakfast, Lunch, and Dinner to support training units. All boxed/bag meals will be transported from Anderson Hall to Pu'uloa Training Range Facility in a refrigerated vehicle, daily, or as range missions requires.
- Required hours: 0400- until operational training has come to a stop.

The Contractor Shall be responsible for performing all required daily listed within this contract. The services provided shall be in accordance with maintenance and sanitation standards established by federal, state, and county sanitation laws and regulations applicable to the State of Hawaii, and in accordance with provisions contained in NAVMED P-5010-1 Tri-Service Food Code (TSFC), or most current Department of Defense Order.

2.7.1. Extended Service Hours
Special and emergency situations (for example, accident and rescue operations, civil disturbances, weather warnings, base alerts) may necessitate a dining facility to operate on an extended basis of up to 24 hours per day. The contractor shall provide these services when required by the contracting officer, at the Optional Surge CLIN prices. The Contractor shall provide these optional surge services, when requested by the KO. If this is requested orally, a written contract modification, setting forth the effort required, will be provided as soon as possible thereafter, but no later than (24) hours. The price of the additional work will be based on the hours and categories required at the loaded hourly labor rates contained in the optional surge CLINS. Optional Surge services may also be needed due to situations such as equipment failure, unscheduled power outages, and or closing of food service facilities for repairs, delays due to expected or unexpected troop movement and unanticipated extension of meal hours. These services will be used only in emergency situations.

In addition to the Optional Surge CLINS, the Contractor shall provide services during Crisis declared by the National Command Authority or Overseas Combatant Commander. Upon notification by the contracting officer, the contractor shall perform special event services (Contingencies, Operational Readiness Exercises or Inspections, Facility operations on an extended basis up to 24 hours per day, etc.) as required. The KO shall issue unilateral

change order citing the authority of this provision. When performance pursuant to such an order causes an increase in the Contractor's cost to perform any portion of the work under this contract, an equitable adjustment will be negotiated

All services described under this paragraph must be approved by the KO prior to performance.

Contractor Personnel. The Contractor shall provide responsible worker personnel including management personnel to perform the duties as specified in the Performance Work Statement.

2.7.2. Rim of the Pacific (RIMPAC)

The Contractor shall provide additional Support for Anderson Hall in Support of Rim of the Pacific (RIMPAC). RIMPC, historically, is a biannual event (2018, 2020, 2022, 2024, etc...) hosted aboard Marine Corps Base (MCB) Hawaii. Multiple countries participate and are required to be supported for subsistence from Anderson Hall and such will result in increased amounts of patronage. A temporary increase in contractor support is required to support this operational readiness exercise. Assignment of support required personnel will be set forth by the Contractor and the COR/ACOR. The Government will provide the Contractor (60) days notification of RIMPAC.

Below is an example of the minimum support that will be required in support of RIMPAC:
2,500 additional force to be supported, this may fluctuate throughout the operation. The force flow of personnel will be provided to the Contractor.

Dates of Support 01 June- 31 October (training, build-up, and retrograde)
Support required: additional contracted cooks, and additional contracted mess attendants
Hours required: Full time employees, 40-hr week
Days required: Sunday-Monday, staggered schedule
Cooks will be assigned on a watch system in a way to maximize support during peak periods.

2.7.3. Strike/Contingency Plan.

Fourteen (14) days prior to the contract start date or prior to an eminent strike the Contractor shall provide to the Contracting Officer, for approval a strike contingency plan. The strike contingency plan shall include proposed procedures to notify the Government of a strike or intent to strike, plan of action to perform services outlined in the contract with minimum disruption of services to mess hall patrons, use of other personnel presently employed by the contractor, use of supervisory personnel and use of other sources of personnel.

3. Food Quality

The Contractor shall be responsible for providing consistently high quality meals that meet or exceed nutritional requirements in accordance with Fueled to Fight (F2F) color coding system at every meal. Foods shall be prepared and served in a manner that demonstrates advanced culinary skill and proficiency. Quality will be measured by the customer satisfaction ratings.

The Contractor shall prepare and store food in a way that protects it against cross contamination per the requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC).

3.1. Authorized Personnel to Subsist

The Contractor shall support all Military Personnel (meal card holders) whom are authorized to subsist at the government expenses. The enlisted members are the primary customers at all the food service facilities.

The Contractor shall support all secondary customers who are military and authorized personnel that wish to, and are granted permission to dine in the facility at their own expense.

Blanket authorization to feed civilians (i.e. federal employees, retires, dependents, guest, foreign military, etc.) is not authorized, and is contrary to congressional intent of appropriation. The Installation Commander may authorize only eligible personnel to subsist, on an exception/non-reoccurring basis. This authorization shall be forward to the Contractor at least (3) working days prior to the occasion.

The Contractor shall ensure only authorized individuals are served, per MCO 10110.14M, and current Department of Defense orders and directives.

3.2. Estimated Quantities

Estimated Meals per day. The estimated meals per day at each facility are based on (3) years of historical data. The Contractor shall provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated Quantities daily with or without the assistance of Military Cooks.

Anderson Hall, bldg. 1089: Main Line, Specialty Line, and Snack Line (Monday-Friday)

Breakfast	Lunch	Dinner
High: 700	High: 1400	High: 1250
Low: 150	Low: 200	Low: 175
Average: 450	Average: 800	Average: 750

Anderson Hall, bldg. 1089: Main Line and Specialty Line, (Weekend & Holiday(s))

Breakfast Brunch:	Dinner Brunch
High: 775	High: 1100
Low: 100	Low: 100
Average: 400	Average: 600

Flight-Line, bldg. 144: (1) Serving Line (Monday- Friday)

Breakfast:	Lunch:	Dinner/Midrats:
High: 300	High: 400	High: 300
Low: 25	Low: 50	Low: 0
Average: 160	Average: 225	Average: 20

Pu'uloa Range Training Facility (PRTF), Bldg. 200: box/bag meals (Sunday- Monday)

Breakfast:	Lunch:	Dinner:
High: 800	High: 800	High: 800
Low: 0	Low: 0	Low: 0
Average: 200	Average: 200	Average: 50

3.2.1. Additional Portion Policy

Additional servings shall be provided to patrons upon request, after the customer has consumed the previous food portions received, and rejoined the serving line. The Contractor may offer a more liberal additional portions policy at their discretion keeping within the Daily Cost Analysis.

Additional portion(s) served will be consumed in the food service facility and will not be provided in a "to-go" container.

3.3. Menu Management

Contractor shall prepare and serve meals to a minimum of the baseline meal and menu requirements in accordance with Marine Corps Base Hawaii Master Menu and Fueled to Fight (F2F) and the contractor's menu management plan. The Contractor's Menu Management Plan will be approved 15 days after award of contract.

3.3.1. Menu Posting

The Contractor shall post the menu daily at each mess hall in such a way that will serve as advertisement for current and future menus. The Contractor shall post F2F program requirements. Contractor shall post menu and prices at the entrance to the dining facility serving area for all meals during the day before the start of the breakfast meal. The Contractor shall put meal information into the computer for maintaining the menu screens.

3.3.2. Menu Choices and Options

Main-Line entrees shall be served as the primary meal. A cyclic master menu will be used in all mess halls. Main-Line and Fast-Food meal options shall not be duplicated during a meal period and shall meet the menu requirements

listed in the Marine Corps Base Hawaii, Master Menu. The Contractor is encouraged to provide innovative food items and menu selections that appeal to the Marine Corps diverse demographics.

The Contractor may provide meals as either self-served, (e.g., customers serve themselves), or served by Contractor employees, keeping within the Daily Cost Analysis.

Unless specifically stated otherwise herein, Main-Line, Specialty Line, and Fast-Food meal options shall be included during all meal periods.

The Contractor shall monitor the acceptability of menu items and eliminate items with low levels of customer acceptance. Where a menu item is changed the replacement item served shall be equal to or better than the item planned per the menu in terms of food quality, nutritional value, and customer acceptability.

3.3.3. Menu Changes and Enhancements

Contractor requests for changes to master menus may be considered on a one-time, temporary, or a permanent basis. The Contractor must submit requests to the Mess Hall Manger for all menu changes. One-time or temporary menu changes are approved or disapproved by the Mess Hall Manager. Requests for permanent menu changes are approved or disapproved by the COR/ACOR.

Temporary Menu Changes shall not exceed a period of 90 calendar days. Menu changes exceeding 90 calendar days are considered a Permanent Menu Change. One-time or temporary menu change requests shall be approved or disapproved within (7) calendar days by the Mess Hall Manager.

All requests for menu changes shall be provided by the Contractor at no additional cost to the Government. Menu changes shall be reported in the Contractors Monthly Management Report.

3.3.4. Menu Substitutions

The Contractor shall manage, inventory and issue the food items proposed within the MCBH Master Menu and Contractors menu plan in quantities sufficient to feed all customers for a given meal period. In such cases where the Contractor runs out of one or more menu items, the Contractor shall replace with an item deemed equal to or greater to the item being replaced, in terms of food cost, customer acceptance, food quality and nutrition. The Contractor shall maintain copies of all menu substitution, correspondence as part of the Daily Folder as stipulated in the MCFMIS SOP.

3.4. Special Requests/Services

3.4.1. Special Holiday Meals Requirements

On the Navy Birthday, Marine Corps Birthday, Thanksgiving Day, Christmas Day, and New Year's Day, the Installation Commander may authorize the sale of holiday meals to guests of military personnel and to civilian government employees.

The Contractor shall provide sufficient personnel and extension of meal hours in order to accommodate the increase of personnel in attendance, for all Special Holiday Meals listed.

Personnel may be authorized to eat the holiday meal in the mess hall on these days at the discretion of the Installation Commander. Personnel not authorized to subsist at government expense will be charged the applicable meal prices (including surcharge, if applicable). Holiday meal rates will be charged in accordance with Marine Corps Bulletin (MCB) 10110.10

The Contractor shall provide, at their expense, appropriate decorations, for the food services facilities in conjunction with Special Holiday Meals shown in below:
Special Holidays Type of Meal Menu Date
Navy Birthday Lunch or Dinner (13 OCT)
Marine Corps Birthday Lunch or Dinner (10 November)
Thanksgiving Day Lunch, Dinner or Dinner Brunch (4th Thursday in November)

Christmas Day Lunch, Dinner or Dinner Brunch Same as Marine Corps Birthday (25 December)
New Year's Day Lunch or Dinner (Not designated 1 January)

3.4.2. Themed Meal Requirements

The Contractor shall provide themed meals to reflect the celebratory occasions. The Contractors shall provide, at their expense, appropriate decorations, for the food service facilities in conjunction with celebratory occasions listed below:

Themed Meal Type of Meal Theme Menu Date
Birthday of Martin Luther King, Jr. Lunch or Dinner Celebration of the life and accomplishments of Martin Luther King, Jr. (Not designated, Third Monday in January)
African-American History Month Lunch or Dinner African-American Heritage (Not designated Month of February)
Women's History Month Lunch or Dinner Women's Heritage (Not designated Month of March)
Days of Remembrance Lunch or Dinner Remembering victims of the Holocaust (Not designated April or May)
Asian Pacific Heritage Month Lunch or Dinner Asian Pacific Heritage (Not designated Month of May)
Women's Equality Day Lunch or Dinner Women's Heritage (Not designated 26 August)
National Hispanic Heritage Month Lunch or Dinner Hispanic Heritage (Not designated 15 September 15 October)
Native American Heritage Month Lunch or Dinner Native American Heritage (Not designated Month of November)

3.4.3. Mess Deck Support

The Contractor shall provide mess deck requests and coordinate schedules to ensure there is no double booking for the specialty deck side. The Contractor shall set up and tear down the tables and serving areas in order to meet the unit's request. If the number of personnel exceed 60 PAX the contractor shall open an additional scullery.

3.4.4. Recreational Meals Requirements

The Contractor shall provide Recreational Meals to Marine Corps units participating in family day events, sports day events, and other similar authorized functions. The baseline menu requirements for Recreational Meals are provided in the Marine Corps Base Hawaii, Master Menu. The Contractor shall provide clean/sanitize serving equipment on a loaned basis. The Contractor shall transport the meals and clean/sanitize serving equipment as far as the mess hall loading dock and assist with the loading of the meals and serving equipment onto vehicles, if needed.

Requests for Recreational Meal support shall be submitted to the Mess Hall Manager for approval at least (7) calendar days in advance. Upon approval by the Mess Hall Manager, and Project Manager the Contractor shall proactively coordinate Recreational Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.5. Box Meals Requirements

The Contractor shall provide Box Meals to requesting units. Box Meals shall be available for pick up at the mess hall requested from by the unit. A Box Meal may be requested for the Breakfast, Lunch, Dinner, or Midnight Rations meal (Mid-Rats). The Contractor shall transport the meals as to far as the Pu'uloa Range, Bldg. 200, and assist with the loading and unloading of the meals onto and off vehicles to appropriate refrigeration.

Minimum Box Meal requirements are provided in the Marine Corps Base Master Menu. Alternatives, if proposed, should accommodate the recommendations for box meals provided in the NAVMED P5010-1 Tri-Service Food Code (TSFC), and in accordance with the Fueled to Fight (F2F) program.

Requests for Box Meal support shall be submitted to the Program Manager for approval at least (3) calendar days in advance. Upon approval by the Program Manager the Contractor shall proactively coordinate Box Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

All box meals shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.6. Remote Site Meal Requirements

The Contractor shall provide meals for units participating in field exercises and other events when meals are required away from the mess hall, only after approval of Mess Hall Manager. This effort is commonly referred to as Remote Site Feeding. Remote Site Feeding meals shall be the same as those provided from the regular cycle menu at the mess hall where the meals are ordered and picked up from. The Government will provide food and beverage containers, transportation, drivers, and the requisite personnel needed to transport and to serve the meals at the remote site. The Contractor shall be responsible for preparing the meals and transferring the meals requested into the meal containers. The Contractor shall provide sufficient condiments for the number of meals. The Contractor shall transport the meals as far as the mess hall loading dock and assist with the loading of the meals onto vehicles, if needed.

The Contractor shall sufficiently heat or chill the food and beverage containers. Contractor shall ensure food remains outside of the Time/Temperature Control for Safety (TCS) (between 41F and 135F) until time of pickup. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

The Contractor shall clean and sanitize the meal containers used to transport the food, and the utensils used to serve the food, both before and after use.
Units requesting meals for Remote Site Feeding may request to borrow serving utensils and other similar items to serve meals away from the mess hall. The Contractor shall provide such items on a temporary loaned basis.

Requests for Remote Site Meal support shall be submitted to the Mess Hall Manager for approval at least (5) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Remote Site Meal support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

3.4.7. Hot and Cold Beverage Support

Hot and Cold Beverage Support is occasionally required by units, and is typically provided to Marines engaged in rigorous outdoor activity. The requirements for Hot and Cold Beverage Support: Units requesting this support shall provide insulated containers for storing and transporting the beverages. The Contractor shall fill the containers with the requested number of Hot and Cold Beverage Support rations, and provide appropriate disposable cups, at their expense, in quantities sufficient to support the number of rations requested. The Contractor shall clean and sanitize the beverage containers before and after use.

3.4.8. Fruit Support for Conditioning Hikes

Fruit and beverage support is occasionally required by units, and is typically provided to Marines engaged in conditioning hikes as required. Units requesting this support will provide a Unit Letter of Instruction to the Mess Hall Manager for approval at least (10) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Hike support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date. Hike support is non-reimbursable to the facilities and is only used for hikes over 3 miles. There are no monetary credits for conditioning hikes.

4. Service Quality

The Contractor shall be responsible for providing consistently high levels of service quality. Food service staff shall be attentive and accommodating to customer needs, while consistently maintaining a respectful, pleasant, and courteous demeanor towards customers.

The Contractor's operation shall be conducted in such a manner to prevent attractions of insect, vermin and rodents. The Contractor shall comply with pest control measures prescribed in NAVMED P5010-1 Tri-Service Food Code

(TSFC) and in connection with the Facilities Rodent Control Program for the installation. Indications of infestation of vermin, rodents or pets shall be reported to the COR by the Contractor.

4.1. Quality Control

The Contractor shall develop a Quality Control Plan (QCP) and maintain an effective quality control program to ensure services are performed in accordance with the contract and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractors QCP is the means by which they assure themselves that their work complies with the requirement of the contract.

The QCP (which was submitted with the proposal) will be accepted by the Government at the time of the award of the contract. . The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Governments review and approval. The Government may find the QCP "unacceptable" whenever the Contractors procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.1.2 Quality Control Plan

The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, the extent of their authority, and a list of any other functions the individual(s) performs concurrently with the QC work which may adversely affect the level of quality.

(3) Provisions for recording the results of inspections and for recording any corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

A file of all Quality Control inspections, both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to the Contracting Officer within 10 working days of completion/termination of the contract.

The Contractor shall submit to the Contracting Officer a revised QCP for approval within seven calendar days of any change.

Each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the work. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the PWS paragraph entitled, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES". All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work without notice to the Contractor.

The Contractor shall meet the Government's representative at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representative and the Government's representative. Should the

Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement.

The project manager shall be required to meet at least weekly with the COR/ACOR, for performance evaluation meetings, until full implementation of contracting services of the mess hall. The project manager, mess hall managers or assistant mess hall managers shall be required to meet at least twice per month with the COR/COR/ACOR and other mess hall managers; for Food Service Management meetings, to discuss food service issues and upcoming events.

In addition to inspections of contractor performance by the COR/ACOR, Preventive Medicine personnel will also inspect for compliance with sanitary standards established in the most current edition of NAVMED P5010-1 Tri-Service Food CODE (TSFC). The cleanliness of spaces and related equipment will be measured by the Food Service Sanitation Inspection, NAVMED 6240/1 Form. Defects will be reported to the COR/ACOR in writing within 24 hours after the inspection.

Sanitation discrepancies identified during inspections require immediate correction. Sanitation discrepancies may be cause for shutdown of the facility until required sanitation standards are restored. Failures, which are determined to be the fault of the Contractor, shall result in a deduction for nonperformance during the period in which the mess hall is shutdown.

4.1.3. Customer Comments

Meal Comment Cards shall be provided by the Contractor for mess hall patrons to comment on various aspects of their meal experience, such as the quality, quantity and other services. In addition to the Meal Comment Cards received, the Contractor shall address information provided to the government via the Defense Information System Agency (DISA) Interactive Customer Evaluation (ICE) system, as a feedback tool to improve customer satisfaction. Additional information about the DISA ICE system is provided at: http://ice.disa.mil/

To ensure customer satisfaction, the Contractor Shall conduct customer surveys and solicit customer comments in accordance with the Contractor's Quality Control Plan (QCP). The contractor shall distribute customer service forms, collect the forms and respond to customer comments when requested by the COR/ACOR. The completed customer service forms will be the property of the Government and will be turned over to the COR/ACOR upon collection. The contractor shall encourage customer comments.

4.4 Food Safety and Sanitation

The Contractor shall implement a Food Safety and Sanitation Plan and employ strict enforcement measures to ensure compliance in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC) and coordinate and provided a cleaning schedule to the COR/ACOR. The Contractor's sanitary producers shall meet or exceed the requirements listed in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

4.4.1. Sanitation Training

Contractor employees will attend and teach training classes in the principles and practices of personal hygiene and food service sanitation to both Contractor Employees, and the Government. The Government shall conduct these courses at the Navy Preventive Medicine classroom at Pearl Harbor. Contractor personnel shall also receive on-the-job training during working hours and be supervised until qualified to perform the work assigned. All Contractor personnel shall attend an 8 hours initial Sanitation Training course and a 4 hours annual refresher-training course in food service sanitation as a minimum. All contractor training records shall be made available for Government inspection upon request by inspecting parties.

Yearly refresher training in personal hygiene and food service sanitation shall be provided by the Contractor to prevent food borne illnesses. These training sessions shall be coordinated by the Contractor with the COR to allow the Contractor time to shift workers accordingly.

All Contractor supervisory personnel shall have successfully completed, as evidenced by certificate, a formal food service sanitation training program that meets the minimum requirements of Chapter I of the Naval Preventive

Medicine Manual. Certificates shall be submitted to the Contracting Officer 10 days prior to contract start. Certificates shall be renewed annually and submitted to the COR on the contract anniversary date.

4.4.2. Inspections

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government in accordance with inspection clause in this contract.

(a) Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including Preventive Medicine personnel.

(b) The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests/inquiries for information, inspection or review findings by regulatory agencies

4.4.3 Sanitation Inspections

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

Each food service facility shall be subject to periodic inspections conducted by Navy Environmental and Preventive Medicine Unit (NEPMU). NEPMU inspections are designed to detect violations of food safety and sanitation standards, and to ensure that the mess halls are managed in a safe and sanitary manner. NEPMU sanitation inspections assess violations of food safety and sanitation standards as either a Critical, or Non-Critical Violation. Appropriate corrective action must be taken to correct any stated violation in accordance with timelines stipulated in the NAVMED P-5010-1 Tri-Service Food Code (TSFC).

In addition to inspection of contractor performance by the COR/ACOR, The Government will also perform inspections from W.P.t Hill Inspection Team, Western Pacific Food Management Team (WPFMT), Marine Corps Installation Pacific (MCIPAC) Technical Inspections, and Base Food Service, Hawaii Quality Assurance Evaluations (QAE). These inspections are performance based, and the Contractor shall comply. Defects or discrepancies will be reported to the COR/ACOR in writing (24) hours after the inspection. A Government inspection checklist will be provided to the Contractor by the Government.

A description of corrective actions taken to correct the discrepancies is required in writing to the COR/ACOR within three days after inspection the inspection is conducted. If the mess hall receives a total score less than 85% the Contractor shall immediately notify the COR/ACOR verbally upon completion of the sanitation inspection.

4.4.4. Food-Borne Illnesses

In the event of an outbreak or possible outbreak of food-borne illness, the Government will conduct a thorough investigation of the cause of the outbreak. This will require unrestricted access to employees, mess halls, food storage areas, and equipment for the purpose of microbiological testing and screening in accordance with NAVMED P-5010-1 Tri-Service Food Code (TFSC).

The Contractor shall immediately notify the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness. When a food-borne illness is suspected, food shall not be discarded until directed by the local military medical authority.

The Contractor will not be reimbursed for costs or expenses incident to a food-borne illness, when the Government investigation of a food-borne illness, or suspected food-borne illness, where the illness is caused by the Contractor.

4.4.5. Pest Control

The Government will be responsible for the application of pesticides, if such treatments are deemed necessary. The Contractor shall provide the necessary management and labor resources required to safeguard mess hall personnel,

mess hall patrons, and mess hall property from contamination that might result from the application of pesticides in the mess halls.

If insecticide fogging is deemed necessary by the Government, the Contractor shall comply with all local guidance that pertains to any pre-fogging and post-fogging actions required in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC).

4.5. Consequences of Contractor's Failure to Perform Required Services

The Contractor shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or non-performed work. The Government reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

(a) Surveillance Methods: The Government may apply any surveillance method considered reliable to determine Contractor compliance. These include, but are not limited to, 100% inspection, random sampling, and planned sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions may be taken for all observed defects.

(b) Procedures: In case of unsatisfactory or non-performed work, the Government:

(1) May give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) May, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. Corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) Shall deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily completes the work. In addition, the government can assess liquidated damages as referenced above, in the amount of 20 percent of the value of all observed defects.

(4) May, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

(c) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(d) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.212-4, "(contract terms and conditions-commercial items)" of this contract and all other remedies for termination for cause as may be provided by law.

4.5.1. Estimating the Price of Non-Preformed or Unsatisfactory Work

Deductions may be taken for non-performed or unsatisfactory work. If the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the

Government, estimated methods may be used. Other estimating sources may be utilized to estimate the cost of non-performed work or the costs, which would be incurred in remedying unsatisfactory work. The Government may estimate the cost of using wage rates and fringe benefits included in the wage determinations or Collective Bargaining Agreement (CBA), which are included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the nonperformance or unsatisfactory performance, may also apply.

5. Marine Corps Food Information Management Information System (MCFMIS)

The Contractor shall provide sufficient personnel to support the Marine Corps Food Management Information Program. The Government will provide subsistence for authorized DOD members to subsist.

The Contractor shall manage and analyze all transactions on daily reports generated by MCFMIS, in the daily folders and is responsible for generating the Quarterly and Fiscal Subsistence Operational Analysis Report (SOAR). The SOAR report consists of all financial activities within the quarter, memorandum of meal authorized by man-days, monthly man-day fed report, cash collection receipt balance, computation of basic daily food allowance, financial statement report.
The Contractor shall complete filing of all transaction reports generated from MCFMIS and STORES web. The Contractor shall monitor all DLA Installation Support at Philadelphia price changes, and additional and subtractions of subsistence items to catalog, and inform the mess hall manager of all changes.

The Contractor shall serves as an assistant to the Mess Hall Manager. The work consists of a series of procedural and substantive steps which vary in nature and sequence. The contractor serves as central source of information concerning clerical functions assigned. Works includes the containing opportunity and development for independent thinking, without precedents or guides in the planning and development of procedures and work methods. The work required a good knowledge of the organization's program and operations as well as a thorough knowledge of regulations and directives governing the administrative phases of the function to which assigned.

The Contractor shall preform clerical and administrative work in support of the food service facilities daily operations. The Contractor shall prepare letters, reports, and other administrative documents for the Mess Hall manager's review, signature and forwarding to higher headquarters.

The Contractor shall manage all office files. The Contractor shall use all other programs within the database software or prescribed by the Government. The Contractor shall mange the production of all meals using menu-planning programs.
The Contractor is responsible for ordering all subsistence items for use in the food service facilities in accordance with the Marine Corps Base Hawaii Master Menu. The Contractor shall analyzes all inventory and usage data to properly order subsistence items within authorized quarterly budget, set by the Government.

The Contractor shall maintain accountably of all subsistence items by conducting a weekly inventory.

5.1. Food Service Storage and Warehouse

The Contractor shall provide sufficient personnel to support all area of Food Service Storage and Warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and required paperwork documentation.

The Contractor is responsible for ordering all items for use in the food service facilities.
Equipment and Property duties involve delivery, pickup, and issue of food service equipment, property, and supplies. The Contractor shall ensure applicable documentation and paperwork is correct and complete. Maintain property warehouse in accordance with standard supply procedures, maintain cleanliness of facility, and conduct monthly physical inventory of stock items.

Food Service Storage/Subsistence duties involve delivery, pickup, issue, inventory, and staging of individual subsistence items. Ensure accurate rotation of stock, accountability, sanitation, and applicable documentation are established and maintained.

The Contractor shall operate all light automotive vehicles 4-ton capacity. The Contractor shall preform all operator's maintenance, maintain cleanliness of vehicle, and adhere to all applicable Motor Transport regulations while performing functions. Such as maintaining an accurate Motor Transportation Operator (MTO) trip ticket, operator service record, and in case of accident; fill out and complete driver's accident reports. The Contractor shall meet appropriate vehicle licensing requirements in performance of duties.

5.1.1 Storage

Containers of food, (except pre-mixed beverage containers) shall not be stored on dunnage or shelves less than (6) inches above the deck or under exposed/ unprotected sewer or water lines (except for automatic fire sprinkler heads). Carbon dioxide containers shall be individually securely fasted during storage. Cleaning supplies, insecticides, and other like items shall not be kept in food preparation or food storage areas.

The Contractor shall issue, inventory, and maintain stock levels of required supplies in performance of this contract. The Government will provide a list of the required supplies that will be stocked (example: paper products, foil, plastics, trash bags, minor property, etc.) Upon request, the government will provide all required supplies in accordance with current orders and regulations.

5.1.2. Subsistence Handling

The Contractor shall receipt for all prime vendor delivered items and visually inspect 100% of items received for deterioration or damaged and physically check temperatures on all refrigerated and frozen foods for compliance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor will inform the Government when receiving personnel reject items that appear damage or not delivered at the proper temperature as specified in the TSFC. The Contractor shall use the First in first out (FIFO) method; this method is outlined in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall provide a daily inventory on all subsistence items in the food service facilities, while maintaining an issue control log book.

5.2. Cashier/Meal Verification Supervisor Services

The Contractor is responsible for collecting funds generated from the sale of meals in the food service facilities and relinquishing funds to the Government as prescribed herein. The Contractor shall provide sufficient cashiers and alternate for recording and accounting for customers entering each mess hall and plating food consumption. All cashiers and alternates shall be appointed in writing by the Contractor Project Manager along with a DD form 577 on file, and must be in possession of a valid Common Access card (CAC). When it is necessary to appoint a new cashier, the COR/ACOR shall be notified in writing by the Contractor Project Manager no later than (3) days prior to the new appointment occurring. The Point of Sale (POS) is the primary method, while the Cash Meal Payment Sheet NAVMC Form 10298 will be used as the alternate. This are the only authorized methods to collect, identify, and account for customers who pay cash for their meals. The POS and Cash Meal Verification Record, are the only authorized methods for identifying and accounting for personnel authorized to subsist at government expense, and those personnel in a cross service or payroll deduction status.

There are a total of (5) Point of Sale systems, (3) are located at each serving line at Anderson Hall, (1) is located in the back office of Anderson Hall, Bldg. 1089, but can be moved to the serving line during known times of increased patrons, and (1) is located at the Flight-Line, bldg. 144. A minimum of (5) cashiers with a valid appointment letter and CAC will be available during all meal periods in order to log-on to the POS system and to perform services/functions associated with cash collection and accounting for personnel fed.

The Contractor is responsible for providing credit card machines, a minimum at one per each food service facility. These machines will need to be in compliance with MCBH rules and regulations.

The Contractor shall maintain a steady flow of patrons through the POS to correspond with all serving line flow rates. The Cash Collection agent will provide special instructions as different occasion are presented.

The Contractor shall ensure all checks received from customers for payment of meals (group/block signature only) shall be made out the "U.S. Treasury".

When Cash Meal Payment Sheet (NAVMAC Form 10298) is used, the contractor will ensure that the form is filled out correctly; making sure all information is recorded and entered in the correct block. The Contractor is responsible for accurate total number of personnel in the group plus applicable food cost/surcharge is shown in the signature column and the extended price is shown in the food cost column of the NAVMC Form 10298. For block signature, the person in charge of the group will make (1) line entry on the NAVMAC Form 10298 and cashier will ensure to attach supporting documentation/roster. The Contractor shall ensure the authorization, stating total number of person in group and length of time the group is authorized to purchase meals, is attached to both the original and retained copy (green) of the NAVMC Form 10298 at the Food Service Facilities.

The Contractor shall check/verify all customer authorization letters, CAC, or military Identification in the performance of collecting cash and accounting for meals provided to authorized customers.
The cashier will turn over all mess hall funds collected with the supporting cash meal payment sheets/supporting documentation to the designated/appointed Mess Hall Cash Collection Agent at least once each working day, or whenever the collections exceed the limit as determined by the installation commander, or prior to leaving the Food Service Facility. Cahier's monetary limits must be in writing and cannot exceed the limitation established by the Installation Commander. The monetary limits will be provided by the Government.

The Government will audit all Contractor meal counts a minimum of once each calendar month. The Government Quality Assurance Evaluators (QAE) will verify meal counts documented by the Contractor on the Cash Meal Payment sheets, Meal Verification Records, MCFMIS and the Contractors billing invoices to the Government.

6. Provide Meals in a Timely Fashion
The Contractor shall manage the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered. The expectation should be that a patron would willingly wait for an advertised cook-to-order product that delivers a quality outcome, but would not expect to wait for main-line menu options that are prepared in progressive environments designed for speed of service.

6.1. Food Preparation and Serving Requirements
The Contractor shall be responsible for providing sufficient personnel to prepare products, service, and support: Main line(s), Specialty line, Snack line, Flight line, and carry-out meals from the guidance of the Marine Corps Base Hawaii Master Menu. The Contractor shall provide sufficient personnel to support, prepare and serve meals in accordance with the Meal Requirements and Serving Hours provided in the PWS, with or without the assistance of Military Cooks.

Contract personnel shall obtain food from the Chief Cook/Store Room for each meal and accomplish all work as required by the Pro-Guide and Pre-Prep. All checkouts that require processing by the contractor will be issued from the storeroom not more the (18) hours in advance of the required time for use. Excess items shall be returned to the storeroom after each meal. All Food preparation will be in accordance with MCO P10110.14M and MCO P10110.42B. Only the Mess Hall Manager is authorized to change the menu.

6.1.2. Serving Lines
The Contractor shall service, maintain, and clean the all serving lines, and the patron self-service areas. The Contractor is responsible for proving serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. The Contractor shall use separate utensils for each food item served. When not in use the utensils will be stored clean, dry, and protected from contamination.

The Contractor shall move full serving containers to serving lines and remove empty containers. The Contractor shall maintain proper temperatures on the serving lines per NAVMED P5010-1 Tri-Service Food Code (TSFC). Set up and closing of serving lines will be in accordance with Food Service Production Log, additional breakdown of serving lines will not occur earlier than (15) minutes after the end of the meal period. All food not discarded from hot serving lines shall be placed in hot boxes or designated areas. Cleaning of serving lines shall be completed within (60) minutes after the lines are broken down.

The Contractor shall relish serving lines as necessary to ensure availability of food items to patrons through the meal period. Food Items will not be poured or exchanged between containers on serving lines. Like food items will be

replenished by exchanging filled for empty containers. The Contractor shall report any shortages of items on any serving line to the Government prior to depletion.

The Contractor will re-supply food in holding or storage areas such as hot or cold boxes so contractor personnel can replenish the serving lines. The Contractor is responsible for having replacement items readily available.

Cleanup of serving lines includes glass, Plexiglas guards and covers. The Contractor shall clean spills on the serving lines as they occur. The Contractor shall drain all water from hot serving lines and remove ice from cold serving line. Cleaning of the interior and exterior of serving lines shall be done after each meal. All rust and scales shall be removed daily.

6.1.3. Garnish

The Contractor shall prepare relish and garish items according to standard recipes. All serving lines will be properly garnished for all meal periods. The Contractor may provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.

The Contractor will cut, garnish and place pastries and desserts on the serving line(s). The Contractor shall replenish the pasty and dessert items as needed throughout the meal period(s).

6.1.4. Self Service

The Contractor shall service, maintain, and clean the patron self-service areas.

All spills, food debris, or liquids shall be cleaned up within (5) minutes of occurrence.
The Contractor shall clean toasters and microwaves after each meal by removing food particles, spots, fingerprints, smudges, grease, and other foreign matter. The toasters shall be cleaned inside and out after every meal.

6.1.5. Salad Bar Menu

The Contractor shall process fresh fruits and vegetables. Processing includes washing in potable water; sorting; culling and trimming of damaged inedible portions from fresh fruits and vegetables. Processed waste from each like item may be weighted by Government personnel. After weighting, contractor personnel shall discard all waste in accordance with disposal instructions. Fresh fruits and vegetables shall be prepared not more than (18) hours prior to use. Prepared vegetables shall be placed in storage containers, labeled, dated and refrigerated.

6.1.6. Fitness Menu

The Contractor shall provide a self-service as prescribed in the Fueled to Fight (F2F) program and Marine Corps Base Hawaii Master Menu. The fitness bar items may be integrated with salad bar items if sufficient space is not available to display the fitness bar items separately.

The Contractor shall provide the Fitness Menu at (1) Anderson Hall Bldg. 1089, and (2) Flight Line bldg. 144.

6.1.7. Beverage Service

The Contractor shall service beverages dispensers so that all required beverages will be available throughout scheduled serving hours. The Contractor shall monitor beverages and dispensing equipment during serving periods, and ensure beverage dispensers are operational before each meal period.

The Contractor shall service milk dispensers so that a choice of white and chocolate milk will be made available throughout scheduled serving hours. The Milk dispensing machine shall be maintained within a temperature in accordance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall trim milk-dispensing tubes 1/4-inch from the splash face of the handle to the tip with protective plastic film removed and at a 45-degree angle when the container is placed into use. Bulk milk dispensers shall be deforested and cleaned when frost accumulation id 3/8 inch or more.

The Contractor shall ensure atomic coffee dispensers are ready for patron service not than 15 minutes prior to meal periods. Dispensers will be replenished with coffee as required.

The Contractor shall clean all beverage dispensers inside and out to include the gaskets, seals, couplings, and other parts daily and/or per the manufactures' directions. The seals may require soaking.

6.1.7.1. Ice Distribution

The Contractor shall provide ice manually from the ice dispenser located elsewhere for patrons when ice-dispensing equipment is not operational on the serving lines.

The Contractor is required to clean preform maintain Maintenance and Clean Ice Dispensers per the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall remove all ice from the storage compartments and clean the interior of all ice making machines not less than weekly. Exterior surfaces of ice making machines shall be wiped clean to remove hand and fingerprints, dirt, dust, and water spots.

The Contractor shall thoroughly clean the exterior and drain trays of ice dispensers after each meal period. The interior and exterior of ice dispensers will be emptied and cleaned.

6.1.7.2. Condiments

The Contractor shall provide condiments for each meal in accordance with menu requirements listed in the Marine Corps Base Hawaii Master Menu. Sugar and sugar substitutes shall be available in individual packages or in pour-type dispensers.

Condiments containers must be cleaned after each meal, to include wiping down of the bottles and cleaning the bottle caps. The Contractor shall empty, wash, rinse, and dry all condiment containers every Friday. Containers shall remain empty to air dry and be refilled prior to Saturday morning Breakfast meal.

The Contractor shall ensure that salt, paper and sugar condiments and napkins are available to all customers without waiting. Exterior of salt, paper, sugar, and napkin dispenser shall be cleaned after each meal and refilled, or during the meal as required.

6.1.8. Pastry and Dessert Service

The Contractor shall prepare rolls, muffins, eclairs, pies, cakes, and other pastries including icing and frosting according to established recipes. The baked goods shall be freshly baked for each meal. The Contractor shall cut Pastries or desserts into portions (serving service) according to the production worksheet.

The Contractor shall garnish individual pastry and dessert with garnishes. The Contractor shall transport dessert and pasty items to serving lines or display cabinets and relish as required throughout the meal periods.
The Contractor shall place assorted bread, waffles and English muffins on serving lines as directed by the Marine Corps Base Hawaii Master Menu during all meal periods.

The Contractor will replenish all breads as necessary to ensure availability to patrons throughout the meal period.
The Contractor will fill and relish Pastry, Dessert and Bread serving lines in compliance with the MCBH Master Menu.

6.1.9. Ice Cream Service

The Contractor shall have ice cream available throughout the serving period. The Contractor shall monitor ice cream and reach in freezers to ensure individual ice cream is available throughout the serving period.

When soft-serve ice cream is available; The Contractor shall set up and service all ice cream toppings to ensure these are available throughout the meal period.

The Contractor shall service all self-service ice cream bars.

The Contractor shall clean ice cream dispensers inside and out to include the gaskets, seals, coupling and other parts as necessary daily and/or per the manufacturer's directions. The seals may require soaking.

7. Provide Meals in a Clean and Pleasant Establishment

General cleaning shall not interfere nor disrupt normal patron service during scheduled meal periods.
The Contractor shall provide a clean table and chair during each scheduled meal-serving period to each patron without waiting. Patrons will perform self-bussing of tables; however; the Contractor will clean the tables, chairs, and partitions with a solution of hot, soapy water, and rinsed clean after each meal and as needed during the meal periods to ensure there is no visible dirt, dust, grease, food particles, or any foreign matter.

The Contractor shall provide a steady re-supply of dishes, utensils, condiments and supplies to all serving areas. Essential cleaning may be accomplished in dining areas while patrons are eating. The contractor shall cleanup those areas affect customer service to include appearance of the dining hall.

7.1. Material Handling

The Contractor shall assist the Government by complying with the base-recycling program. This may require segregating reusable/recyclable waste material by type. The government shall retain ownership of all reusable waste materials. Non-reusable waste materials (trash and garbage) will be removed from the facility by a government-approved method.

All refuse/trash and garbage accumulated during food preparation must be removed to a government-designated location after every meal and closing of the facility.

The Contractor shall not discard grease, oils, or fats used for cooking into dumpsters. The Contractor shall maintain these items in covered containers provided by the Government. The Contractor shall store grease containers in a designated area. Grease cans shall not be filled to more than (12) inches from the top.

The Contractor shall thoroughly clean garbage containers and covers with hot water and detergent daily. Technical guidance will be provided by the COR/ACOR.

The Contractor shall police the dumpster area including the grounds and access routes on a daily basis to maintain the area free of trash, littler, and debris.

The Government will be responsible for disposal.

7.2. Cleaning and Housekeeping

The Contractor shall comply with the standards outlined in NAVMED P-5010-1 Tri-Service Food Code (TSFC) for food preparation and storage areas, and all other operational areas. The Cleaning, housekeeping, and amenities plan shall be submitted in writing and must be approved by the Contracting Officer within 14 days before the contract start date.

The Contractors Cleaning, Housekeeping, and Amenities Plan shall address at a minimum for Before, During, and After meal periods for the following: equipment; floors; outside and adjacent areas, includes any area within approximately 50 feet of the food service facilities. Proper execution of this plan shall ensure mess halls and mess decks are maintained to support the patrons clean and pleasant dining experience.

The Contractor shall ensure that a pleasant environment is maintained and is consistent with that found in a first class dining establishment and is reflective of the units pride and Esprit-De-Corps.

Amenities may be considered holiday themes and decorations; menu boards or displays; tables signage; and/or branding concepts; all amenities provided shall be at the Contractors expense.

7.3. Exterior Cleaning

The Contractor shall sweep and clean in and around entrances, exists and sidewalks, after every meal, to maintain a neat and clean facility appearance at all times. Cleaning includes removing all paper, trash, and cigarette butts from the area. All entrances, exists, storm drains, and sidewalks leading to and from the food service facilities must be free of any foreign debris prior to and throughout each meal period. The Contractor shall empty, clean and reposition all cigarette ash receptacles (butt cans) as required.

The Contractor shall sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. The contractor shall hose down and scrub the pavement areas in front, alongside and in rear of the food service facilities once per day. The dumpster pad area and loading dock will be scrubbed with hot soapy water and rinsed with water once per day. The fly-fans will be dusted and cleaned at a minimum of once per week, to prevent buildout of dust and dirt. Loading dock shall not be used to store garbage, refuse, empty jars, cans or equipment.

The Contractor shall clean all windows and screens so that they are free of dirt, water spots, steaks, smudges, and foreign matter at least once a week. This shall include the louvers and screens in the food service preparations areas. Windows and screen shall be cleaned inside and out to include frames. The Government shall provide a ladder to accomplish this work. This work shall require the contractor to go above 10ft off the ground.

The Contractor shall remove, clean and return all garbage and trashcans from area in the food service facilities during the day's operation, to prevent accumulation of empty boxes, cans, trash, or garbage within the Mess Hall.

Additional maintenance, weather, traffic or other conditions may demand addition cleaning or maintenance by the Contractor to keep grounds clean or provide safe access to the facilities.

7.3.1. Exterior Ground Maintenance

The Contractor shall create a pleasant outdoor environment for the all Anderson Hall and the Flight Line Facility. The Contractor is responsible for the care, landscaping and grounds surrounding the food service facilities within (20) feet. The Contractor shall provide sufficient tools, and personnel in order to preform: planting flowers, mowing, pulling weeds, trimming shrubs//bushes, organizing exterior equipment, cleaning drains, and maintaining the outside of the food service facilities in a good state of police. The Contractor shall keep all ground mowed to no more than (3) inches tall. The Contractor shall water any additional plants as required. The Contractor shall rake, mulch, and prune the grounds as needed.

The Contractor shall clean the exterior of the building, monthly or as required due to weather, or debris. The Government will provide a pressure washer to help accomplish this work.

The Contractor is responsible for the cleaning and maintenance of picnic tables, and butt cans.

The government shall be responsible for replacement of picnic tables, and butt cans.

7.4. Interior Cleaning

The Contractor shall spot clean all walls, baseboards, windows, window ledges, doors, and door frames to remove all finger prints, smudges, stains, spills, splashes, and prevent accumulation of dust and dirt, at a minimum of once a week. Mold and mildew shall not be permitted to accumulate on any type surface in high moisture areas.

The Contractor shall dust trophies, sport memorabilia, and display cases weekly. Glass panes, inside and out, shall be cleaned daily to remove hand and fingerprints, smudges, dust and dirt.

The Contractor shall polish all metal surfaces that require polishing on a weekly basis to maintain a clean and bright state. A properly polished surface is free of streaks, tarnishes and polish residue and presents a uniformly bright appearance.

The Contractor shall clean and sanitize all restroom and locker rooms for the food service facilities. Restrooms and locker rooms shall be kept clean and policed of all debris after each meal period. The Contractor shall keep all paper towels, toilet paper, and hand soap dispensers supplied at all times. All dispensers shall be wiped clean when refiled. Spot-check restrooms during meal times to ensure tidiness and supplies are stocked. De-scale toilets and urinals once per week. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces.

7.4.1. Floor Cleaning

The Contractor shall preform spot cleaning during the meal periods. Spot clean floors to remove food spills and debris.

The Contractor shall clean floors so that no visible dirt or dust remains on floors, floor mat or runners, in corners, behind doors, or under furniture and equipment. So not place chairs on tables at any time except when floor waxing is required. Cleaning shall be done in such a manner that no excessive dust is raised. When cleaning floors with a wet solutions a safety "wet Sign" will be placed in all visible areas during cleaning and until floors are completely dry. The Government will provide "Wet Signs"

The Contractor shall remove all "scuff marks". Floors shall be cleaned in sections and at no time shall excessive amounts of water be used or allowed to accumulate during the cleaning process.

No wax is to be applied to ceramic tile, quarry tile, or concreate terrazzo floors. The Contractor shall buff or spray all dining area floors daily to maintain a high gloss finish. The Contractor shall follow the manufacturer's instructions when apply wax. The Contractor shall preform floor waxing at least once a month, after normal operating hours. Generally, waxing is performed from 1900 hours until completion.

The Contractor shall remove all dirt and deposits of old wax using wax stripper. A stripping operation shall be considered completed when all traces of old wax have been removed. The floor is then cleaned, re-waxed and re-buffet. Floor stripping is required when wax build up causes floor discoloration, or any inconsistences to the surface of the floor due to old wax. Floor stripping will be performed upon request by the COR/ACOR within (72) hours notification. Floor stripping will be reimbursed utilizing the "additional services" form.

The Contractor shall clean the throats and covers of all floor drains and ensure that all drains remain unclogged at all times. Drain openings shall be covered with drain covers. Drain covers and drains shall be cleaned daily to remove dirt, scum, slime, mop strings, residue and other foreign matter after each meal period.

7.4.2. Dishwashing Service

The Contractor shall provide a minimum of (3) personnel per scullery for proper dishwashing operations during and after each meal periods. The Contractor shall clean interior and exterior surfaces of dishware dispensers, try racks and carts at the end of each meal period. The requirement includes carts used to transport dirty dishes to dishwashing areas. The Contractor shall sort all dishware and utensils according to size and shape prior to racking. Separate racks shall be used for articles of different types, e.g., cups, plates, bowls, and glasses. The Contractor shall return all dishes and dinnerware to their respective storage areas after each meal. Clean dishware, trays and flatware shall be free of all visible signs of food, food residue, grease, soap film or other foreign matter.

The Contractor shall immediately notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained. In the event of a mechanical failure during the meal service, the Contractor shall notify the COR/ACOR and Mess Hall Manger who will determine how feeding requirements will be met for the remainder of the meal period. The Contractor may perform dish washing by hand. When the dishwashers are inoperable, the Contractor may use Government furnished plastic ware, paper plates, cups as a laborsaving means and to meet sanitary requirements until automatic dishwashing equipment can be restored. In the event that adequate amounts of potable hot water cannot be obtained or a mechanical shut down occurs preventing automatic dishwashing procedures, the Contractor shall perform manual dishwashing following procedures in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall scrape and pre-flush dishware, cookware, and utensils before placing in dishwashing machines. At no time shall any patron be required to remove trash or scrape garbage or trash from their tray, dishware, or utensils.

In the event that adequate and suitable amounts of hot water cannot be obtained to accomplish automatic or manual cleaning, the Contractor shall immerse for a minimum of (1) minute in a chlorine solutions all trays, dishes, glasses, flatware and utensils which have been washed and rinsed free of detergent as specified in the current edition of the

NAVMED P5010-1 Tri-Service Food Code (TSFC). The solution shall be provided by the Government and prepared by the Contractor.

Upon advance notification or due to a sudden increase in patrons, the Contractor shall use both dishwashing areas. Such examples of this would be during special meals where numbers are expected to exceed 2,000 in a single meal period or when it is deemed necessary to increase the return flow of dishware to the patron service.

7.4.3. Pot/Pan Washing

The Contractor shall drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals after each meal and prior to closing for the day. Dishwashing machines shall have sustains, spray arms, trays, and other removable parts removed, cleaned, and air-dried. The removable parts and the interior surfaces shall be free of grease, smudges, food particles and other foreign matter. Exterior surfaces shall be wiped clean after each meal. Lime and scale deposits shall be removed weekly. The Contractor shall clean all types of utensils after each meal if Manual Pot Washing has to be used, due to power/hot water outage.

The Contractor shall complete the entire dishwashing operations no later than (90) minutes after the conclusion of each scheduled meal period and prior to closing the mess hall for the day's operation. All dishwashing machines will be assembled and capable of immediate operation regardless of the number of meals fed or projected headcount. The Contractor personnel loading dirty items in the dishwashing machine shall not be the same person unloading clean items from the machine.

The Contractor shall clean and sanitize cooking and serving equipment, pot, pans, and equipment used to transport food to other feeding locations after each use, this includes items generated by the Night Cooks (if used). The Contractor is responsible for cleaning oven and conveyor toasters racks twice per week, when the patron flow is lowest. Pots, pans, and utensils shall be transported to designated storage areas upon cleaning. Items shall not accumulate throughout meal preparation or serving periods.

The Contractor shall clean the pan washing room or area, to include racks and shelving, after each meal, and prior to the next scheduled meal prior to closing the mess hall for the day. Cleaning of pots, pans, etc. shall be accomplished as specified in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

7.4.4. Equipment Cleaning

Properly cleaned equipment shall be free of all food spills, dirt, mildew, rust, grease, and other foreign matter. The Contractor shall thoroughly clean food serving equipment, tables, and work area immediately after use. The Contractor shall clean all beverage and food dispensing equipment including but not limited to; shelves and stands, dish dispensers, flatware dispensers, dish racks, ice dispensers, milk machines, coffee machines, ice cream machines, soda machines, pastry display cases, and water fountains after each meal. Nozzles and other removable parts and drains shall be disassembled, cleaned, and replaced. Contractor shall ensure that all gaskets on, but not limited to, ice making machines, refrigerators, freezers, ice cream cabinets and pass through boxes, are cleaned using a bleach solution to remove and retard growth and accumulation of mold and mildew.

The Contractor shall clean the interior of ventilating hoods, located over the grills on serving lines, after each use. A properly cleaned hood shall be free of grease, dirt, dust, foreign matter, streaks, and finger prints. The Contractor shall remove and thoroughly clean all removable grease filters weekly. After washing the filters shall be dried and replaced.

The Contractor shall clean "pass through" and other types of food holding spaces (hot and cold boxes), inside and outside after each meal. This requirement includes the racks and shelving used for food storage in the box or space. The Contractor shall thoroughly clean all "walk-in" refrigerators, and freezers, interiors and exteriors daily, with spot cleaning required as necessary. Cleaning includes scrubbing of walls, floors, shelves, and storage racks. The Contractor shall be responsible for removing then returning the food items to their original position after cleaning. The Contractor shall operate and clean the vegetable peeling machines.

7.4.5. Furniture

The Contractor shall physically move dining room furniture for meetings groups, and regularly scheduled cleaning. After event the Contractor shall return furniture to its original location or as requested by the COR/ACOR. The frequencies of these functions vary each month. The Contractor will be notified by the COR/ACOR (24) hours prior to the contractor being required to rearrange the furniture.

8. Food Preparation and Serving Equipment (FPSE)
The Government will provide limited workshop spaces for the FPSE services under this contract. Additionally, once approved by the COR/ACOR, the Government will absorb the cost of repairs and services provided by a third party due to the Contractor not possessing the resident technical expertise to repair and maintain FPSE.

8.1 Sustainment of Government Furnished Property
The government will provide without cost to the Contractor, the facilities, fixtures, equipment, supplies, and services as specified in the contract. Government property described in this section shall be used only in the performance of this contract. The Government will furnish the facilities and equipment for use by the Contractor in performing the requirements of this contract.

8.1.2. Government Furnished Property
Prior to contract start date, the contractor and the COR shall conduct a joint inventory of mess halls facilities to be used by the contractor to determine facility condition and note any discrepancies. The Government will make available the facilities. No alterations to the facilities shall be made without specific written permission from the Contracting Officer. The Contractor shall return the facilities to the Government in the same condition as received. Fair wear and tear and approved modifications accepted. Any damages after the contract start-up date that are not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor. Upon contract completion, extension, or termination, a joint inventory shall again be conducted by the Contractor and the COR. Any losses/damages identified by this inventory, determined to be beyond normal wear and tear, shall be reimbursed to the Government by the Contractor.

8.1.3. Government Furnished Equipment
The Government will furnish the equipment listed as Government Furnished Property, in an “as is” condition. The Government may replace equipment when it is no longer useable for its intended purpose. The Food Service Officer will provide disposition instructions for items beyond repair. The Government may install new equipment at any time during the period of the contract.

The Contractor and a Government Representative shall conduct a joint inventory for all Government furnished equipment at the start of the contract. The Contractor shall provide a receipt to the Government for all such equipment. If the Contractor does not participate in the inventory, the Contractor must accept the stated condition of equipment provided by the Government. The Contractor and the Government Representative shall jointly determine the quantities and condition codes of all items and equipment. Upon completion of the initial inventory, the Contractor shall receipt for the quantities verified on the inventory listings. Any losses/damage after contract the start-up date, not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor.

8.1.4. Government Furnished Supplies
The Government will provide all materials and supplies. At the end of the contract period or extension of the contract, the Contractor and a Government Representative will conduct a joint inventory within 48 hours of contract expiration/termination. The Contractor shall reimburse the Government for any losses for unserviceable expendable equipment and supplies below 100 percent with an established allowance of 10%. The current replacement value of these items shall be determined by the COR.

The Contractor shall maintain adequate Government Furnished Supplies on hand in the mess hall at all times. Supplies are adequate when they are available in the mess hall in sufficient quantity to perform work requirements. The project manager shall notify the COR when adequate Government Furnished Supplies are not available in the mess hall to complete satisfactory services.

Tablecloths. The Government may furnish tablecloths daily and for special occasions. Tablecloths shall be placed on the tables and removed by Contractor personnel as designated by the COR or Mess Manager. The Contractor will provide all laundering service for tablecloths.

8.2. Additional or Replacement Equipment

The Contractor shall submit requests for additional or replacement equipment/supplies to the COR. Only equipment determined by the COR to be necessary in the performance of the contract shall be provided by the Government. The Contractor may use other equipment at the Contractor's own expense.

The Contractor shall be responsible for maintaining property records IAW the Government Property Clause of this Contract.

The Contractor may, with written permission of the COR, install equipment, time clocks, fixtures, and furnishings in Government facilities. These items shall be marked to identify Contractor ownership, be readily removable, and the installation, maintenance, and removal costs, to include the cost to return the facility to its original condition, shall be borne by the Contractor.

The Contractor shall establish and maintain a system in accordance with the Government-Furnished Property clauses in the contract, to control, protect, preserve, and maintain all GFP in mess halls. The property control system shall be submitted in writing and must be approved by the Contracting Officer within 14 days after the contract start date.

The Contractor shall prepare and submit to the COR requests to adjust equipment records when changes to Government equipment occur, such as losses or replacement. The Contractor shall report the loss, damage or destruction of Government property verbally to the COR upon occurrence and follow-up notification in writing within 5 days. Loss, damage and destruction of Government property or equipment due to negligence of contractor employees shall be reimbursed to the Government from the Contractor.

Monthly Minor Property Inventory. Not later than five (5) days before the end of each month, the Contractor shall receive a Monthly Minor Property Inventory form from the local Food Service Officer. Contractors shall set-up and display all minor property items in a central location to permit a joint inventory with government personnel. Time and location is to be coordinated with COR/ACOR.

The Government and Contractor shall conduct a joint minor property inventory on the last day of each calendar month using the Minor Property Inventory. The Contractor shall submit the original copy to the local Food Service Officer within five (5) working days following the last day of each calendar month.

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

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

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

8.3. Warranted Items

Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Contracting Officer and/or Base Food Service Officer. All defects in marginal workmanship, defective parts, or

improper installations and adjustments found by the Contractor shall be reported to the Contracting Officer and/or Installation Food Service Officer so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties.

8.4. Shut Downs and Service Calls

Prior approval shall be obtained from the COR/ACOR, except in emergencies, for work requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment. All such requests must be submitted at least 72 hours in advance. In cases where shutdown is necessary, the Contractor shall coordinate the shutdown with the COR/ACOR or other designated representative in the Food Service Facilities.

In the unusual event that service calls are required after normal working hours, labor hours will be billed via the "Request/Confirmation of Additional Services" form and forwarded to the COR/ACOR for approval. The limitations of this paragraph do not apply to repairs required to correct damage caused by the Contractor.

The Contractor shall perform service call work as necessary to determine the cause of system and equipment malfunctions, eliminate the cause (s), and restore the system or equipment to satisfactory working condition.

Service Call Response Times. The government or alternate representative will determine the classification and response time required for service call repairs.

If the Contractor and the Government points of contact determine that the equipment is beyond economic repair, the Government will enact a replacement plan.

8.5. Maintenance and Repair

The Contractor shall perform required (minor and major) maintenance in accordance with manufacturers operating and instruction manuals instructions listed on all equipment under this contract as further described below. The contractor shall schedule and perform required equipment maintenance between meal periods to minimize customer impact. The contractor shall provide all materials and supplies necessary to perform required maintenance.

Minor maintenance includes cleaning, adjusting, and lubricating equipment as well as, tightening nuts, bolts, and screws and other operator maintenance generally recommended by equipment manufacturers. This also includes calibration of scales, ovens, grills, and deep fat fryers.

Provide major maintenance on food service and preparation equipment of all Government-furnished equipment listed on the current Sterilized Government Furnished report and replacement of component parts.

The Contractor shall maintain and repair all walk-in and reach-in type refrigerator units in all mess hall as outlined below: Interior walk-in (built in) refrigeration units are considered Class 2 property by the Government and are considered part of the facility. Therefore, the Contractor shall only maintain and repair walk-in unit handles, door closures (hydraulic or otherwise), hasps, and hinges. The remaining portion of these units will be maintained by the Government.

The Contractor shall maintain and repair the entire box to include compressors. The Contractor shall abide by EPA Ozone Depleting Substance (ODS) regulations when servicing these units.

The Contractor shall maintain and repair all reach-in type refrigeration units in the mess hall(s). These units could include salad room and galley reach-ins, fast food/carry-out reach-ins, chest-type ice cream cabinets, etc. This repair may require servicing of compressors and other components containing Ozone Depleting Substance (ODS). The Contractor shall abide by EPA regulations when servicing these units.

Connect and disconnect all utility lines to the FPSE equipment at the source point when required and shall provide maintenance for the utility line connection, when applicable. The contractor shall not perform maintenance on the facility itself but refer any problems to the COR/ACOR. The Contractor shall identify all food preparation and serving equipment replacement parts, to be ordered by the government.

During the term of the contract, the Government may replace, renovate, or improve equipment, systems, and components at the government's expense and by means not associated with this contract. All replaced, improved, updated, modernized or renovated equipment, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. This excludes equipment that is added into the contract in accordance with new equipment line items. In these line items, a list of new equipment that requires service will be provided to the Contractor 90 days in advance and a price for the adding of this equipment will be negotiated by the Government and the Contractor.

The Contractor may, with written permission of Base Facilities install Contractor equipment, fixtures and furnishings in Government facilities. These items shall be marked to identify Contractor ownership. These items shall be readily removable if necessary. The installation, maintenance and removal costs, to include the cost to return the facility to its original condition, if necessary, shall be borne solely by the Contractor. The Government reserves the right to review drawings, plans, installations and/or modifications.

The Government will request input from the Contractor and/or contract Mess Managers relative to food serving and preparation equipment for budgeting purposes. This is primarily an administrative function necessary to ensure that all food service facilities have the proper amount and type of equipment on-hand to conduct efficient food service operations. The input requested by the Government may require verbal or hand written lists and input. Generally, the minimum is once per calendar year and a maximum of four (4) times per year.

8.5.1. Maintenance and Repair Contractor Responsibilities

The Contractor shall manage the total work effort associated with the maintenance, repair and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work be in accordance with sound and efficient management practices to provide maintenance, repair, and services for FPSE located at the Food Service Facilities.

The Contractor shall perform Preventive Maintenance Inspections and Services (PMIS) under this contract on the equipment and in accordance with the procedures specified herein. Work shall consist primarily of inspection, cleaning, lubrication, adjustment, testing, calibration, and minor/major part and component replacement as required to minimize malfunction, breakdown and deterioration of equipment; and the identification and performance of any repair required to bring the equipment up to the manufacturers operating standards. PMIS for FPSE located for the Food Service Facilities shall be performed, and documented no less than one time monthly.

If equipment fails at anytime, the contractor is required to perform emergency maintenance and repair on the equipment to restore it to operating condition.

The Contractor shall provide all necessary services, parts and materials, and complete all repair requirements identified during the performance of a PMIS or when equipment fails.

If the cost of repair parts for a single repair exceeds $500, the Government will procure the repair part(s) and provide it to the contractor to complete the repair. This limit applies to each PMIS for each equipment system.

Excessive or repeated system breakdowns or deficiencies may be considered by the Government as an indication of unsatisfactory performance of PMIS by the Contractor. PMIS shall be performed monthly and shall, at a minimum, include all of the check points and services a specified by the manufacturer handbooks that will be located in the mess hall and maintained by Base Food Service.

The Contractor may, at its option and at no additional cost to the Government, increase the level and/or frequency of PMIS in an effort to minimize repair requirements. The Government shall provide the Contractor access to FPSE manufacturer's manuals and pamphlets.

8.5.2. Office Equipment

The Contractor shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. Computers are required, at a minimum, for the Project Manager, Production Chief, Maintenance and Repair, MCFMIS Operator, MCFMIS Clerk/Storeroom, and secretary. The computer will need to be able to meet current C-4 requirements with the capability of being added to MCEITS network.

The Contractor shall provide all necessary office and administrative supplies, such as pens, pencils, staplers, computer/printer paper, print cartridges, etc. for all contract food service facilities with the exception of Government forms.

The Contractor is responsible for all reproduction requirements necessary for the performance of this contract. The Contractor shall furnish all hand tools (e.g. hammers, pliers, wrenches, screw drivers and plumber's helpers) required for performance of self-help and Food Preparations and Serving Equipment maintenance and repair. This also includes grease and oil required for equipment preventive maintenance.

The Contractor shall perform minor repair of furniture items (tables, chairs, and partitions) including tightening of nuts, bolts, arms, and leveling labels and chairs. Furniture items requiring replacement shall be coordinated with the COR/ACOR as with Food Preparations and Service Equipment replacement.

The Contractor shall maintain stock levels of specific supplies required in performance of this contract. The Government will provide a list of required supplies that will be stocked. (For example, paper products, foil, plastics, trash bags, plastic-eating utensils, paper plates, paper cups etc.) Upon request, the government will provide all required supplies in accordance with the list of government furnished supplies.

The Contractor is totally responsible for proper security of Contractor supplies and belongings. The Government will not be responsible in any way for the Contractor's supplies, materials, personal equipment or belongings brought into Government buildings or on Government installation to perform repairs or services. This includes, but is not limited to loss and damages by fire, theft, hurricane, accident or other disaster.

The Contractor may with written permission of the COR/ACOR, install equipment, fixtures, and office furnishings providing these terms are marked to identify Contractor ownership and are readily removable. The installation, maintenance and removal costs are the sole responsibility of the Contractor. Upon removal of Contractor owned equipment, the Contractor must restore the affected portion(s) of the facility to its original condition. All cost for restoration will be expenses chargeable to the Contractor.

8.5.3. Maintenance and Repair Government Responsibilities

The Government will furnish required maintenance and repairs to all mess hall structures on Marine Corps Base Hawaii. When repairs or maintenance is needed for safe and efficient use of the mess hall, the contractor shall notify the Installation Food Service Officer or other command representatives.

Government Responsibilities under Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R). The Government will be responsible for the following work related to Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R):

(1) Removing any equipment from the mess hall loading dock condemned or replaced by the Contractor.
(2) Electrical power into the mess hall to include panel board, circuit breakers or magnetic contacts.
(3) Sewer lines from floor and wall drains of the mess hall.
(4) All gas, water and steam lines up to the source point for each piece of equipment. (Note: Source points are typically located at the walls, floors, or ceilings except for LP gas. The source point for LP gas is the outlet side of the tank regulator valve.)
(5) Repair of interior walk-in refrigerators and freezers, interior and exterior box walls, walk-in ceilings and floors.
(6) Cleaning, maintenance and repair of exhaust duct systems through the exterior outlet and exhaust fan mechanisms. The Contractor shall assist the Government by making the mess hall available to the duct cleaning contractor routinely as scheduled by the COR/ACOR which is normally once per quarter.
(7) Alterations, repairs, and maintenance to the mess hall physical plant.

The Government will furnish the contractor, upon the start of performance, with equipment manufacturers operating manuals for equipment on-hand in each mess hall. If equipment manuals are not available, the Contractor may request literature from the Base Food Service Office.

8.5.4. Government Services
The Government shall perform maintenance and repair of the items listed above in paragraph 8.5.3.

When contractor personnel realize a repair to the Mess Hall is required, the COR/ACOR shall be notified.

Police and Fire Protection. The following emergency numbers shall be available for the Contractor use while performing work under this contract. Military Police: 808-257-2123 Fire Dept: 808-257-7110
The Government will provide fire prevention lectures and security briefings for contractor personnel as required. A security briefing of all off limit areas on base will be provided at contract start date and as required (approximately 1 hour per year/employee).

Medical Emergency. The Government will provide emergency medical care only and the following numbers are available for Contractor use: Branch Clinic: 808-257-3133 Ambulance Dispatch: 808-257-7116

Office Space. Office space and furniture to assist the Contractor administratively will be provided within the Mess Hall.

Change Lockers and Dressing Space. Dressing space with lockers will be provided by the Government at no cost to the Contractor, within the Mess Hall for storage of clothing and personal items. The Government will not provide locks or keys for lockers.

8.6. Other Supplies and Services
The Contractor will provide all laundering service for tablecloths, pot holders, napkins, and Food Service Uniforms upon termination, or job relocation of employees.

The Contractor shall instruct employees in energy conservation and ensure procedures implemented are practiced.

The Contractor shall use procedures that will reduce or eliminate food waste in accordance with MCO P10110.14M, MCO P1O110.34B, and the NAVMED P5010-1 Tri-Service Food Code TSFC.

8.6.1. Commercial Telephone Service
The Contractor may request off-base commercial telephone service by contacting the Base Telephone Officer. Off-base commercial service will be installed and maintained at the Contractor's expense. Class "C" (on-base use only) telephone lines will be provided by the Government. The Contractor may obtain at their expense, Class A commercial telephone service or any additional telephone service(s) required in the performance of this contract. The Contractor shall contact the Communication-Electronics Office, Building 505, Telephone Service Request Branch, 808-257-1492 to coordinate installation by a commercial company.

8.6.2. Personnel Protective Equipment
Contractor shall furnish all safety, and hearing protection for all hazardous areas (e.g., scullery, pot shack, and warehouse)

8.6.3. Uniforms
Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor’s name.

The Contractor shall provide employee uniforms, name tags, and special-type clothing as described herein. Contractor personnel shall wear contractor-furnished uniforms during the performance of their duties. The Contractor shall provide uniforms and other special clothing necessary for employees. The type and color of

uniforms for contractor personnel shall be approved by the COR/ACOR prior to the contract start date. Uniforms shall be clean, unstained, well fitting, laundered and of good repair. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor's name. Undergarments shall not be visible through the uniform.

Shoes shall be constructed so the cover the entire foot to meet safety requirements. Shoes shall be made of black leather with non-skid soles and constructed so they cover the entire foot to meet sanitation and safety requirements. Open-Toed shoes, sandals, heels higher than 2 inches, and sneakers or leather-type gym shoes shall not be worn. The Contractor shall furnish bimetallic thermometers for appropriate contractor employees (as defined by the Contractor) while performing services under this contract. Thermometers shall be accurate within +/- (3) degrees Fahrenheit. The Contractor is responsible for training employees in the proper use and calibration of the thermometers. The Contractor will use this thermometer at minimum.

All Contractor personnel shall wear nametags with the job tile and employee's last name. Identification on the tag shall be readily discernible from a distance of five feet.

Contractor personnel shall not wear jewelry to include earrings, visible body rings, bracelets, and chains. Exceptions will be a plan wedding band, and medical alert bracelets/necklaces.

8.6.3.1. Uniform Allowance

The Contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost to the employee; provided, however, that the contractor may require or permit employees to launder and maintain uniforms furnished by the contractor. If the uniforms furnished are made of wash and wear material, and may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing or commercial laundering in order to meet cleanliness or appearance standards, there is no requirement that employees be reimbursed for uniform maintenance costs.

9. Security

The Contractor shall comply with all current Marine Corps Base Hawaii security requirements.

~~Only US Citizens shall be employed on this government contract.~~

Only citizens of the United States and Permanent Resident Aliens of the United States with a verified United States Permanent Resident Card (USCIS Form I-551) are eligible to perform work on this contract. All other Foreirn Nationals are not eligible to perform work on this contract.

Prior to employment, the Contractor must send proof of eligibility from E-Verify and a copy of Form I-551 to the Government COR for all Permanent Resident Aliens employed by Prime or Sub-Contractors.
A presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule required federal contractors to use E-Verify to electronically verify the employment eligibility of employees working under covered federal contracts. The order and the rule reinforce Federal government policy that the Federal government does business only with organizations that have a legal workforce.
The Contractor must provide an updated E-Verify report for all employees and the additional Form I-551 for all Permanent Resident Aliens of the United States with a verified United States Permanent Resident Card prior to any employee gaining access and beginning employment on MCBH. This is an annual requirement that shall be re-submitted to the COR 90 days prior to the end of each Period of Performance beginning December 1, 2018. Failure to meet this requirement that shows compliance of all employees being eligible for employment may impact the exercising of any subsequent option years. The prime contractor and any sub-contractors shall follow the instructions in the E-Verify Supplemental Guide for Federal Contractors.
Foreign Nationals from the following countries; Iran, Iraq, Syria, Sudan, Somalia, Libya and Yemen are automatically not permitted to be employed under this contract.

Once approved, Contractor’s employees will be provided a base credential that will allow them unescorted access from the main gate of Marine Corps Base Hawaii to place of employment. If contractor’s employees are found at

any other location other than their place of employment, they will be prohibited from working aboard the installation. Contractor is responsible to notify their employees that they shall go directly from the main gate to their respective duty station, and that they are not permitted on MCBH installation outside of their respective working hours.
At any time, to include heightened Force Protection Conditions, natural or manmade disasters, and/or any other security concern: the Commanding Officer of Marine Corps Base Hawaii has the sole authority to change MCBH's current security requirements. These changes could impact the original PWS, and the contractor's immediate compliance will be required at no additional cost to the government.

Only U.S. Citizens are allowed access to government owned and operated computer systems and information and must go through additional background checks to receive a CAC card as described below.

At no time, are foreign nationals without green card status, allowed to work on this contract.

In all cases, each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54, Employment Eligibility Verification.

In all cases, each contractor employee shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

CAC Card Requirements

Work under this contract requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) which is obtained through MCB Hawaii's Trusted Agent Sponsorship System (TASS) upon completion of HSPD-12 credentialing.
Personnel Requiring a CAC Card:

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator
TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cashier(s)
TBD at time of award of contract	Maintenance Technician
TBD at time of award of contract	Administrative Clerk(s)

Prior to the commencement of work, the employee will complete required credentialing for CAC eligibility (two options):

1. Option One - Interim Credentialing Standard. To receive a CAC under this standard, the employee must have completed an FBI Fingerprint Check that returned favorable results, and have submitted a National Agency Check with Inquiries (NACI) to the Office of Personnel Management. This standard's process is facilitated by:

a. the MCB Hawaii Command Security Manager's Office, which will provide fingerprinting and NACI submission, and interim credentialing approval.

b. the MCB Hawaii-assigned agent in the Trusted Agent Sponsorship System (TASS) who will submit the appropriate application for a CAC in TASS;

c. the MCB Hawaii DEERS ID Center, who will validate the employees identity based on two identity source

documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

An "UNFAVORABLE" adjudication of the contract employee's investigation will result in immediate termination.

2. Option Two - Single and Final Credentialing Standard. To receive a CAC under this standard, the MCB Hawaii Command Security Manager will review JPAS for appropriate, previously completed and favorably adjudicated investigation, and continuity in federal service. If the HSPD-12 standards are met, a CAC will be authorized by the assigned MCB Hawaii Trusted Agent, and issued through the MCB Hawaii DEERS ID Center who , in turn, will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

Personnel cannot be properly processed and provided system access on their reporting date without sufficient prior coordination between Contractor and the COR to insure credentialing standards are achieved.

Upon favorable determination of credentialing, and contingent upon successful completion of all DOD, DON, and MCBH-required briefs, IT Level III Access will be granted.

All contract personnel requiring a CAC card will in-process with the MCB Hawaii COR, Trusted Agent, and Information Assurance Manager upon arrival to the command and will out-process with the Trusted Agent prior to their departure.

All contract personnel authorized use of the MCEN shall receive initial Information Assurance (IA) orientation as a condition of access, and thereafter must complete annual IA Awareness refresher training to maintain an active user account.

The Department of the Defense Central Adjudication Facility will provide notification of the completed investigation to the MCB Hawaii Command Security Manager for determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas and/or be provided access to Controlled Unclassified Information. Determinations are the sole prerogative of the MCB Hawaii Commanding Officer. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor shall within 10 days prior to start of the contract, submit to the COR/ACOR a list of employees by name who will be performing work on this contract. Employees hired after contract start date shall be reported immediately.

On the first working day of each month the Contractor shall submit to the COR/ACOR an updated and current roster of all Contractor personnel who perform work under this contract. The Contractor shall report immediately in writing any termination and cause for termination of an employee.

9.1 Accessing the Base

All Contractor personnel performing work under this contract who require access to Marine Corps Base (MCB) Hawaii, shall obtain personal entry and vehicle passes from the Provost Marshal Office (PMO), MCB Hawaii.

The Commanding Officer, MCB Hawaii, has broad authority to remove or exclude any person from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding Officer may refuse to grant personal entry passes or may bar Contractor employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass or barment of an employee does not relieve the Contractor of the responsibility to continue performance under this contract.

The Contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this contract.

Contractor personnel performing work under this contract shall be readily identifiable as an employee of the contractor through the use of uniforms with nametags. The Contracting Officer may approve alternate methods of ensuring contractor personnel are readily identifiable.

Contractor personnel and equipment entering a military installation are subject to security checks. Contractor personnel shall follow any direction given by Military Police or other security or safety personnel.

The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. By signing this proposal/contract or by beginning work under this contract, the Offeror/Contractor certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the offeror and works under this contract.

Application for Vendor/Contractor Passes: The procedures below are the requirements for MCB Hawaii.

1. ~~Upon awarding of the contract, the Contractor will enroll in the RAPIDGate Program or obtain a Vendor/Contractor Pass for each employee working under the contract from PMO MCB Hawaii. RAPIDGate access is discussed in paragraph 3. Contractors who do not enroll in RAPIDGate will be afforded one access pass per vehicle not to exceed 30 days. Follow on requests for access will require the issuance of a new pass which will not exceed four days.~~ Contractors ~~who do not enroll in RAPIDGate~~ will follow the below procedures to obtain a Vendor/Contractor Passes from PMO:

a. The Contractor will submit a roster of employees that their contract ultimately supports to the sponsoring activity's Contracting Officer's Representative (COR). The roster will identify the company name, contract number, period of performance of the contract, location of performance, the full name, date of birth, social security number, address, driver's license number and expiration date for each of the Contractor's and subcontractor's employees, and the point of contact information for the Contractor.

b. The MCB Hawaii sponsoring activity's Contracting Officer's Representative (COR) will forward the roster to PMO where criminal history background checks will be completed.

c. Upon receipt of favorable background checks, the MCB Hawaii sponsoring activity will notify the Contractor that employees may proceed to Pass and Registration, building 1637, MCB Hawaii, for their Vendor/Contractor Passes.

d. Contract and subcontract employees arrive at Pass and Registration building 1637, MCB Hawaii, for the Vendor/Contractor Pass and must show two forms of identification listed in enclosure (1). Contractor and subcontract personnel operating company or privately owned vehicles will obtain a vehicle access pass and will provide valid driver's license, current vehicle registration, safety inspection, and proof of insurance.

2. Non-CAC Contractor employees will be provided a base credential that will allow them unescorted access from the main gate of Marine Corps Base Hawaii to place of employment. If contractor's employees are found at any other location other than place of employment, they will be prohibited from working aboard the installation.~~Vendor/Contractor and vehicle access passes issued by PMO to Vendors/Contractors are effective from the date of issuance, for a period up to 30 days. Successive 4 day passes may be granted until the end of the contract.~~ Vendor/Contractor ~~and vehicle~~ access passes must be returned to Pass and Registration, building 1637, MCB Hawaii upon expiration of the pass or termination of employment under the contract. Personnel denied an access ~~business~~ pass might appeal in writing to the Commanding Officer, Marine Corps Base Hawaii (Attn: Base Inspector). Denial or revocation of an access ~~business~~ pass may be made if the applicant:

a. Is listed on the National Terrorist Watch List.
b. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or SSN cannot be verified.
c. Is subject to an outstanding criminal warrant.
d. Submits a Vendor/Contractor business pass application, which contains false or fraudulent information.
e. Is a registered sex offender regardless of the date of the criminal offense.
f. Has been issued a debarment order and is currently banned from any military installation.

3. ~~MCB Hawaii has implemented a Contractor-managed security service, RAPIDGate ™. RAPIDGate is consistent with and complementary to Homeland Security Presidential Directive 12 (HSPD-12) and the Federal Information Processing Standard 201 (FIPS 201).~~
~~Participation in RAPIDGate is optional.~~

~~Under the RAPIDGate Program, Contractor personnel are vetted through a series of national and local record checks to determine whether they meet MCB Hawaii criteria for access. The determination of whether to authorize a pass (badge) is made by the Government. The badges have Radio Frequency Identification (RFID) capability, and will be scanned upon entry onto the installation. Contractor personnel departure from the installation will be recorded by passive RFID receivers. Contactor personnel who have been screened and are determined to be eligible for access will be required to self register at kiosks located at Pass and Registration, building 1637, MCB Hawaii.~~

~~The cost of the RAPIDGate Program is $199.00 per year for the Contractor's firm and $179.00 per Contractor employee for a one-year pass. Prices are subject to change by RAPIDGate. Contractors who choose not to participate in the RAPIDGate Program will be required to obtain a 30-day Vendor/Contractor pass from PMO.~~ ~~**Contractor personnel who are issued a Common Access Card (CAC) as a requirement for their positions (specifically access to the Navy Marine Corps Intranet) do not need to participate in RapidGate.**~~

Base access requirements and procedures may change during the term of a contract. The Contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

9.2 Additional Security Requirements

1. Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to the appropriate personnel for processing and security inspection.

2. Contractor and subcontract empoyees will access MCB Hawaii and other MCB Hawaii properties only for official business in support of the contract and only during the days and hours specified in their business pass. Violation may result in confiscation of the business pass and debarment from MCB Hawaii.

3. Do not pickup, remove, or disturb any ordnance (spent or live ammunition, brass, pyrotechnics, etc) found while on MCB Hawaii and other MCB Hawaii properties.

4. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the sponsoring activity's COR. If your vehicle gets stuck or breaks down, military personnel are not authorized to pull or tow your vehicle.

10. Safety
Contractor Compliance: The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the contractor's safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at http://www.osha.gov/dcsp/vpp/index.html.

Mishap Notification and Investigation: The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Government property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the contracting officer's representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The Government person notified by the contractor will in-turn notify the Safety office. Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant contracting officer, the contracting officer's representative, and/or the cognizant program manager, the contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the Government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the Government personnel until the investigation is completed.

10.1 Fire Drills

The Contractor shall participate in Government conducted fire drills or other emergency type drills. Advance notice of drills may or may not be given. The Contractor must display fire extinguishers or any apparatus that may be required by Government occupants during practice fire drills or actual emergencies.

The Contractor shall comply with requirements for displaying posters furnished by the Government pertaining to fire prevention, health and sanitation measures, accident prevention, etc. The Contractor shall display posters provided by the Government pertaining to nutrition, weight control programs, health and sanitation measures, accident prevention and similar purposes pertinent to Marine Corps activities.

10.2 Contractor Personnel Accountability

The contractor shall be responsible for personnel in the event of a disaster and shall provide **accountability** reports for personnel working under the contract to include: # of employees working at the time of the event, # located (to include # deceased and # injured), and # missing. The report shall be submitted to the COR, designated Point of Contact (POC) or Contracting Officer confirming all personnel have been contacted/located. The first report shall be communicated (oral/written) immediately following the occurrence of a disaster. Subsequent communication shall be reported until all personnel are accounted for.

Check in procedures for contractor personnel shall incorporate the most expeditious accountability with management upon the occurrence of a disaster. Contractor procedures/training shall:

- Provide multiple and redundant means of communication in the event normal communication means are disrupted or nonexistent;
- Ensure all managers, supervisors and employees understand and accomplish their personnel accountability roles and responsibilities;
- Ensure all reportable casualties are reported and included in personnel accountability reports;
- Ensure accurate baseline population counts; and,
- Carry out exercises, at least annually consistent with the guidance herein.

11. Transition

The contractor shall follow the transition plan submitted as part of the proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

12. Related Documents

The following Documents are related to this project:

-Marine Corps Food Service Standard Operating Procedures MCO 10110.14 M
http://www.marines.mil/Portals/59/Publications/MCO%2010110.14M.pdf

-Tri-Service Food Code NAVMED P 5010-1
http://www.quartermaster.army.mil/jccoe/TB_MED_530_SEP_2014.pdf

-Index of Recipes Armed Forces Recipe Service MCO P1011.4G
http://www.quartermaster.army.mil/jccoe/publications/recipes/index/full_index.pdf

-Marine Corps Base Hawaii Master Menu, which outlines the Marine Corps Fueled to Fight Program.
-Food Service Charges At Appropriated Fund Dining Facilities and The Military Academies Effective January 1, 2017 (annual).
http://www.quartermaster.army.mil/jccoe/Operations_Directorate/QUAD/Meal_Rates_Archives/meal_rates_2017.pdf

-Public Law 91-596 Occupational Safety and Health Act (OSHA) https://www.osha.gov/law-regs.html

-Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E).
https://dap.dau.mil/policy/Lists/Policy%20Documents/DispForm.aspx?ID=2789

-DD Form 254
http://www.dss.mil/multimedia/shorts/DDForm254/includes/Student%20Guide_Course0020_DD254.pdf

-DD Form 577 http://www.hqmc.marines.mil/Portals/137/DD-Form%20577_ID%20Number%20Fillable.pdf

-DD From 2971 http://www.med.navy.mil/sites/nmcphc/Documents/Forms/DispForm.aspx?ID=5247

-Cash Meal Payment Sheet NAVMC Form 10298, will be provided by government as required.

-OSHA Voluntary Protection Program (VPP) http://www.osha.gov/dcsp/vpp/index.html

-Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49 AFI 44–141
http://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/AR40-25_WEB_Final.pdf

-DoD 133810-M Published 2016 http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/133810m.pdf
Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

13. Deliverables

The contractor shall provide deliverables as described in the PWS and below.

#	Name	Deliverable	Frequency
2.3.5.	Insurance	Furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts in accordance with work on a government installation clause.	(1) Within 15 calendar days after award, the Contractor (2) This insurance must be maintained during the entire performance period. (3) 30 calendar days written notice to the COR by the insurance company prior to cancellation or material change in policy coverage.

2.4.1.	Medical Requirements	(1) Ensure that all personnel have a current Medical Certificate prior to starting work. (2) Shall be examined for evidence of tuberculosis. (3) Personnel absent from their duties for (30) consecutive days or more shall have a medical examination prior to retuning to duty and provide a medical certificate to the Project Manager. (4) Keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of sanitation cards.	(1) prior to starting work. (2) prior to starting work. (3) A copy of all medical certificates shall be forwarded to the COR/ACOR within (24) hours of the employee's return to work. (4) Copies of medical certificates shall be maintained at the employee's main duty location, presented upon request of the Government.
2.4.3.	Emergency Medical Care	(1) Report on occurrence of a job-related injury. (2) Prepare an accident report for COR/ACOR	(1) Immediately (2) 24 hrs. After accident is reported.
2.5.	Contractor Personnel	(1) The Project Manager or Alternate shall be available to meet with the COR/ACOR.	(1) 70% of the time, within 60 minutes of a call to meet during operational hours, or available within 2 hours after non-operational hours.
2.6.1.	Key Personnel Qualifications Requirements	(1) Furnish, the names of the key personnel hired to perform work under this contract. (2) Submit the name and detailed resume of key personnel.	(1) With the initial proposal (2) Within 2 days after the start of employment
2.6.5.	Contractor Personnel Meals	(1) Develop a policy to discourage snacking. (2) Provide a refrigerator(s) at the mess hall to store employee meals.	(2) This policy must be maintained during the entire performance period.
2.7.	Location and Hours of Work	(1) Prepare and transport boxed/bagged meals from Anderson hall to Pu'uloa Range	(1) Daily, each meal period
2.7.1. 2.7.3.	Extended Service Hours Performance During a Crisis/Emergencies	(1) Provide services when required by the COR/ACOR	(1) Within 24 hours
2.7.2.	RIMPAC	(1) Provide additional support for Anderson Hall during RIMPAC.	(1) Bi-annual
3. 4.	Food Quality Service Quality	(1) The Contractor Shall be responsible for proving consistently high quality meals.	(1) Daily, each meal period
3.1.	Authorized Personnel to Subsist	(1) Provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated quantities with or without the assistance of military cooks.	(1) Daily, each meal period
3.3.1	Menu Posting	(1) Post the all menu and prices.	(1) Daily , before breakfast
3.3.3.	Menu Changes and Enhancement	(1) Report Menu Changes	(2) In the Contractors Monthly Management Report.

3.3.4.	Menu Substitutions	(1) Manage, inventory, and issue food items in accordance with the MCBH Master menu. (2) Maintain copies of all menu substitutions, correspondence as part in the daily folders	(1) Daily, each meal period (2) As required
3.4.1. 3.4.2.	Special Holiday Meals Requirements Themed Meal Requirements	(1) Provide sufficient personnel, and extension of meal hours. (2) Provide, at their expense, appropriate decorations	(1) Holidays (2) Holiday and Themed Meals
3.4.3.	Mess Deck Support	(1) Provide mess deck requests and coordinate schedules	(1) As required
3.4.4 3.4.5 3.4.6.	Recreational Meals Requirements Box Meal Requests Remote Site Meal Requirements	(1) Provide recreational meals. (2) Provide box meals. (3) Provide meals for units participating in field exercises.	(1) As required (2) As required (3) As required
3.4.7 3.4.8	Hot and cold Beverage Support Fruit Support for Conditioning Hikes	(1) Fill Containers and provide appropriate disposable cups, at their expense. (2) Provide fruit and beverage support.	(1) As required (2) As required
4.1. 4.5.	Quality Control Consequence Contractor's failure to Perform Required Services	(1) Develop a Quality Control Plan (QCP). (2) Hold meetings (3) Report Defects of cleanliness of spaces and related items will be reported to the COR/ACOR.	(1) With the initial proposal (1) Maintained throughout the awarded contract. (2) Weekly until full implementation of the contract. (2) Twice per month. (3) In writing 24hrs (4) Failure to maintain an effective QCP may result in Termination for Default.
4.1.3.	Customer Comments	(1) Provide Meal Comment Cards	(1) As requested by COR/ACOR
4.7.	Food Safety and Sanitation	(1) Implement a Food Safety Plan and cleaning schedule.	(1) With the initial proposal
4.4.1.	Sanitation Training	(1) Attend and teach training classes in the principles and practices of personnel hygiene and food service sanitation to prevent food borne illness. (2) 8 hour initial Sanitation Training (3) 4 hour Sanitation Course (4) Supervisory Personnel shall have successfully completed a formal food service sanitation training program.	(1) Quarterly (2) before initial job is started (3) Annually (4) Certificate will be submitted to the COR/ACOR 10 days prior to contract start date. Certificates shall be renewed annually, and re-submitted on the contract anniversary date.

4.4.2	Inspections	(1) Provide personnel to accompany the agency inspections of review teams.	(1) As required
4.4.3.	Sanitation Inspections	(1) Navy Environmental & Preventative Medicine Unit (NEPME) (2) W.P.T Hill Inspection Team (3) Western Pacific Food Management Team (WPFMT) (4) Marine Corps Installation Pacific Technician Inspection (MCIPAC TI) (5) Installation Food Service, Hawaii Technician Inspections and Quality Assurance Evaluations.	(1) Defects or discrepancies will be reported to the COR/ACOR in writing 24 hrs. After inspection. (2) After Nomination (3/4) Annual (5) Semi-Annual (TI), Quarterly (QAE)
4.4.4.	Food-Borne Illnesses	Notify immediately the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness.	Immediately
5.	Marine Corps Information Management System (MCFMIS)	(1) Provide sufficient personnel to support the MCFMIS program. (2) Maintain Daily Folders (3) Generate Subsistence Operational Analysis Reports (4) Prepare letters, reports, and other administrative documents (5) Maintain accountability of all subsistence items.	(1) Daily, each meal period (2) Daily, each meal period (3) Quarterly and Yearly (FY) (4) Daily, each meal period (5) Weekly
5.1.	Food Service Storage and Warehouse	(1) Provide sufficient personnel to support all areas of Food Service storage & warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and administrative documentation. (2) Maintain the property warehouse and conduct inventory.	(1) Daily, each meal period (2) Monthly
5.1.1.	Storage	(1) Issue, inventory, and maintain stock levels required identified in the PWS.	(1) Daily, each meal period
5.1.2.	Subsistence Handling	(1) Receipt for all prime vendor deliveries with 100% visually inspections. (2) Provide inventory on all subsistence items	(1) Upon truck delivery, daily (2) Daily, each meal period
5.2.	Cashier/Meal Verification Supervisor Services	(1) Responsible for collecting funds generated from the sales of the meals. (2) Provide sufficient cashiers. (3) Cashiers will be assigned in writing and have a DD form 577 complete. (4) A minimum of (5) cashiers with CAC will be available during. (5) Turn over funds collected with supporting cash meal payments sheets/supporting documentation to the Government.	(1) Daily, each meal period (2) Daily, each meal period (3) 3 days prior to appointment (4) Daily, during all meal periods (5) Weekly or as required base on monetary limits.
6.	Provide Meals in a Timely Fashion	(1) Mange the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered.	(1) Daily, each meal period

6.1.	Food Preparation and Serving Requirements	(1) Providing sufficient personnel to prepare products, service, and support: Main, specialty, snack, flight, and carry out lines, with or without the assistance of Military cooks. (2) Obtain food from the Chief Cook/Store Room for each meal and accomplish all tasks as required by the Pro-Guide and Pre-Prep.	(1) Daily, each meal period (2) Daily, each meal period
6.1.2.	Serving Lines	(1) Service, maintain, and clean the all serving lines, and the patron self-service areas; and serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. (2) Use separate utensils for each food item served (3) Move full serving containers to serving lines and remove empty containers (4) Maintain proper temperatures on the serving lines (5) Breakdown serving lines (6) Clean serving lines	(1) Daily, each meal period (2) Daily, each meal period (3) Daily, each meal period (4) Daily, each meal period (5) (15) minutes after the end of the meal period. (6) within (60) minutes after the lines are broken down
6.1.3	Garnish	(1) May provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.	(1) Daily
6.1.4.	Self Service	(1) Clean all spills, food debris, or liquids. (2) Clean toasters and microwaves	(1) Within (5) minutes of occurrence. (2) Daily, each meal period
6.1.5.	Salad Bar Menu	(1) Process fresh fruits and vegetables	(1) not more than (18) hours prior to use
6.1.6.	Fitness Menu	(1) Provide a Fitness Menu	(1) With the initial proposal (2) Daily
6.1.7.	Beverage Service	(1) Service all beverages dispensers	(1) Daily
6.1.7.1.	Ice Distribution	(1) provide ice manually from the ice dispenser located elsewhere (2) Remove all ice from the storage compartments and clean the interior of all ice making machines	(1) Daily, before and during meal period (2) Weekly
6.1.9.	Ice Cream	(1) Monitor and have ice cream available throughout the serving period.	(2) Daily, each meal period
7.	Provide Meals in a Clean and Pleasant Establishment	(1) Provide a clean table and chair (2) Provide steady re-supply of dishes, utensils, condiments and supplies to all serving areas	(1) Daily, each meal period, without waiting (2) Daily, each meal period, without waiting
7.1.	Material Handling	(1) Assist the Government by complying with the base-recycling program	(1) After every meal and closing of the facility.
7.2.	Cleaning Housekeeping	(1) Submitted in writing cleaning, housekeeping, and amenities plan.	(1) 14 days before the contract start date.

7.3.	Exterior Cleaning	(1) Shall sweep and clean in and around entrances, exists and sidewalks. (2) Shall empty, clean and reposition all cigarette ash receptacles (3) Sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. (4) Fly-fans will be dusted and cleaned (5) Clean all windows and screens (6) Shall remove, clean and return all garbage and trashcans (7) Addition cleaning or maintenance	(1) Daily, after each meal period (2) As required (3) Daily, once (4) Weekly (5) Weekly (6) Daily (7) As required
7.3.1.	Exterior Ground Maintenance	(1) Create a pleasant outdoor environment. (2) Responsible for the care, landscaping and grounds sounding the food service facilities within (20) feet. (3) Grounds mowed (4) Water plants (5) Shall rake, mulch, and prune (6) Exterior of building (7) Cleaning and maintenance of picnic tables, and butt cans	(1) Daily (2) As Required (3) No more than 3 inches tall (4) As required (5) As required (6) monthly or as required (7) As required
7.4.	Interior Cleaning	(1) Spot clean all walls, baseboards, windows, window ledges, doors, and door frames. (2) Dust trophies, sport memorabilia, and display cases (3) Glass panes, inside and out (4) Polish all metal surfaces that require polishing (5) Clean and sanitize all restroom and locker rooms (6) Keep all paper towels, toilet paper, and hand soap dispensers (7) De-scaled toilets and urinals	(1) Weekly (2) Weekly (3) Daily (4) Weekly (5) Daily, after each meal period (6) At all times (7) Weekly
7.4.1.	Floor Cleaning	(1) Preform spot cleaning (2) remove all "scuff marks". (3) Preform floor waxing (4) Shall remove all dirt and deposits of old wax using wax stripper. (5) Clean the throats and covers of all floor drains	(1) Daily, during all meal periods (2) As required (3) Monthly (4) As required in PWS (5) Daily, after each meal period
7.4.2.	Dishwashing Service	(1) Provide a minimum of (3) personnel per scullery (2) Clean interior and exterior surfaces of dishware dispensers, try racks and carts. (3) Sort all dishware and utensils (4) Return all dishes and dinnerware to their respective storage areas after each meal. (5) Clean dishware, trays and flatware. (6) Notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained (7) Perform dish washing by hand. (8) both dishwashing areas	(1) Daily, during and after each meal periods. (2) Daily, after each meal period (3) Daily, during and after each meal periods. (4) Daily, after each meal period (5) Daily, during and after each meal periods. (6) Immediately (7) As required follow PWS (8) As required

7.4.3.	Pot/Pan Washing	(1) Drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals. (2) Remove lime and scale deposits (3) Complete the entire dishwashing operations (4) Clean and sanitize cooking and serving equipment (5) Cleaning oven and conveyor toasters racks (6) Clean the pan washing room or area	(1) Daily, after each meal period (2) Weekly (3) No later than (90) minutes after the conclusion of each scheduled meal period. (4) Daily, after each meal period (5) Twice, per week (6) Daily, after each meal period
7.4.4.	Equipment Cleaning	(1) Thoroughly clean food serving equipment, tables, and work area (2) Clean the interior of ventilating hoods (3) Clean all removable grease filters (4) clean "pass through" and other types of food holding spaces (5) Responsible for removing then returning the food items to their original position after cleaning	(1) Daily, after each use (2) Daily, after each use (3) Weekly (4) Daily, after each meal (5) As required
7.4.5.	Furniture	(1) Physically move dining room furniture	(1) vary each month
8.1.2.	Government Furnished Property	(1) Conduct a joint inventory	(1) Prior to the start date
8.1.3	Government Furnished Supplies	(1) Conduct a joint inventory (2) Maintain adequate Government Furnished Supplies (3) Provide all laundering service for tablecloths	(1) Prior to the start date (2) Daily, all times (3) As required
8.2	Additional or Replacement Equipment	(1) Submit requests for additional or replacement equipment/supplies (2) Responsible for maintaining property records (3) Develop a property control system (4) Report the loss, damage or destruction (5) Minor Property Inventory (6) Joint Minor Property Inventory	(1) As required (2) Monthly (3) 14 days after the contract start date. (4) Verbally, written report 5 days (5) Monthly, per PWS (6) Monthly, per PWS
8.4.	Shut down and Service Calls	(1) Prior approval requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment (2) Perform service call work	(1) Submitted 72 hrs. in advance (2) As required
8.5.	Maintenance and Repair	(1) Perform required (minor and major) maintenance (2) Provide all materials and supplies necessary to perform required maintenance (3) Maintain and repair all walk-in and reach-in type refrigerator units (4) Connect and disconnect all utility lines (5) Furnish all food preparation and serving equipment replacement parts (6) Verbal or hand written lists and input	(1) Daily (2) As required (3) As required (4) As required (5) As required (6) Yearly
8.5.1.	Maintenance and Repair Contractor Responsibilities	(1) Manage the total work effort associated with the maintenance, repair and all other services (2) Provide an adequate staff (3) Preventive Maintenance Inspections and Services	(1) Daily (2) Daily (3) Monthly

8.5.2.	Office Equipment	(1) Shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. (2) Shall provide all necessary office and administrative supplies (3) Responsible for all reproduction requirements (4) Responsible for proper security of Contractor supplies and belongings	(1) As required (2) As required (3) As required (4) Daily
8.6.	Other Supplies and Services	(1) Contractor will provide all laundering service	(1) As required
8.6.1.	Commercial Telephone Service	(1) May request off-base commercial telephone service	(1) As required
8.6.2.	Personnel Protective Equipment	(1) Furnish all safety, and hearing protection for all hazardous areas	(1) As required
8.6.3.	Uniforms	(1) Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. (2) Provide employee uniforms, name tags, and special-type clothing as described herein. (3) Furnish bimetallic thermometers for appropriate contractor employees (4) shall not wear jewelry	(1) As defined in PWS (2) As defined in PWS (3) As defined in PWS (4) As defined in PWS
8.6.3.1	Uniform Allowance	(1) Furnish all employee a with an adequate number of uniforms	(1) As defined in PWS
~~9.~~	~~Security~~	~~(2) Comply with all current Marine Corps Base Hawaii security requirements.~~ ~~(3) Only US Citizens shall No Foreign National will be employed~~ ~~(4) Work under this contract requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) – access to the MCEN requires a Common Access Card (CAC)~~ ~~(5) Shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract.~~ ~~(6) Authorized users of the MCEN shall receive initial Information Assurance (IA) Training~~ ~~(7) Submit a list of employees by name that will be performing tasks on this contract.~~	~~(1) Prior to the start date~~ ~~(2) Daily~~ ~~(3) Duration of contract~~ ~~(4) All Supervisor and Key Billets for the duration of contract~~ ~~(5) Duration of contract~~ ~~(6) Annually~~ ~~(7) 10 days prior to start of the contract.~~ ~~(7) Monthly~~

9.	Security ~~Requirements~~	(1) Comply with all current Marine Corps Base Hawaii and DoD security requirements. (2) Only US Citizens shall ~~No Foreign National will~~ be employed. (3) Work under this task order requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) (4) Shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract ~~task order~~. (5) Authorized users of the MCEN shall receive initial Information Assurance (IA) Training (6) Submit a list of employees by name that will be performing work ~~tasks~~ on this contract.	(1) Prior to the start date and daily (2) Duration of contract (3) All Supervisor and Key Billets for the duration of contract (4) Duration of contract (5) Annually (6) 10 days prior to start of the contract and ~~(7)~~ Monthly
10.	Safety	(1) Comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). (2) Participates in the OSHA Voluntary Protection Program (VPP). (3) shall notify (4) Secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office.	(1) As defined in PWS (2) As defined in PWS (3) Within four (4) hours (4) As required
10.1	Fire Drills	(1) participate in Government conducted fire drills or other emergency type drills (2) Display fire extinguishers (3) Shall comply with requirements for displaying posters	(1) As required (2) As defined in PWS (3) As defined in PWS
10.2	Personnel Accountability	When required, provide accountability reports.	As defined in PWS.

14. Performance Requirement Summary (PRS)

SOW PARA	Performance Objective	Performance Standard	AQL	Surveillance Method
4.4 7.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Sanitation requirements of the Tri-Service Food Code and state and local laws/regulations.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position for the ordering, receiving issuing, preparing, serving, and cleanup of the MCBH Master Menu.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
2. 6.1.	The contractor and subcontractor shall adhere to all state and federal laws, and Marine Corps rules and regulations.	Abides by all laws and regulations. No injuries or incidents that result in the loss of work or work stoppage.	No state or federal violations; 95% adherence to base regulations.	Completes all on-line training and attends specified training opportunities. Food Safety and sanitation briefings. All incidents reported.
10.	The contractor and subcontractor shall not perform unsafe acts to could cause harm to themselves or others and does not violate base safety regulations.	Abides by all base safety regulations and those identified by the food service staff.	95% accident free	Attends base safety training, receives safety briefings from food service staff and appropriate military personnel.
8.5.1.	The contractor and subcontractor shall Provide operator maintenance and minor/major repairs of food service equipment. In accordance with PWS.	Routine-Repair within 4 days. Urgent-Repair within 2 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	Routine-Repair within 5 days. Urgent-Repair within 3 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	During Inspections: 95% of the equipment necessary to cook, clean or sanitize for each meal period will be available.

3. 3.3 4.	The contractor and subcontractor shall managing subsistence, supplies and equipment necessary to service the guests in accordance with the PWS.	Result in 100% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Result in 95% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.2.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Proper accountability of all cashier transactions, with a less than .01% error rate.	Ensure cash deposits are 100% accurate and turned in by the next business day. Perform cashier services and ensure cash deposit is accurate and turned in on time.	Proper accountability of all cashier transactions, with a less than .01% error rate.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.7.3 6.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in there is no impact of food service operation during regular and contingency operations.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 5 food servers cooks.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 4 food servers cooks.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.	The contractor and subcontractor shall meet scheduled deadlines and deliver products in the time requested.	Meets 100% of deadlines imposed by the COR.	95% of tasks are completed within the timeframe prescribed.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
3.1. 6.	Prepare food IAW recipe cards and Performance Work Statement	100% of menu items/meal period as provided by the government.	95% of menu items/meal period as provided by the government.	QAE inspection and Food Tech/FSO walk thru. Customer Complaint from Senior Cook on duty.

15. Wage Determination

The wage determination applicable for this solicitation is CBA-2017-10354 and is attached. ~~to this contract.~~ The referenced CBA is also attached. Summary table has been deleted and replaced by including the CBA in its entirety.

15.1 Unit Price Adjustments in Option Periods

This contract incorporates a Service Contract Act (SCA) Area Wage Determinations (AWDs) based on a Collective Bargaining Agreement from the previous service provider. The Wages in the contractor's proposal are to utilize the WD rates for the WD/CBA as indicated below for the base period and all option periods. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Act—Price Adjustment Clause, FAR 52.222-43 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees in the option periods of performance. In accordance with the referenced clause, the contractor may be entitled to an adjustment in contract price only when a new SCA or CBA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

15.2 Annual Wage Rate Determination and Rate Calculation

(a) This procurement is subject to the requirements of the Service Contract Labor Standards (formerly Service Contract Act of 1965).
(b) The Contractor agrees to furnish the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.
(d) If the wage rate differs from prior year, the Contractor must submit a claim of adjustment within 30 days of receipt of the new wage determination to the Contracting Officer. However, the Contracting Officer may extend the 30 day submission period in writing. The Government has the authority to examine all supporting records and documentation.
(e) The following provides guidance on the process when requesting an adjustment: For the labor category adjusted by the revised wage determination, the current rate should be subtracted from the revised rate. Additionally, the difference in fringe must also be calculated. The difference in the wage rate and fringe must be added together, with the result being multiplied by the number of total hours performed. The result is the total adjustment amount. The Contracting Officer will issue a modification to reflect the required adjustment.

OPTION FOR INCREASED SERVICES – Separately Priced Line Items

The Government may require the delivery of the numbered Contract Line Item Numbers (CLINS) 0004AA-AC, 1004AA-AC, 2004AA-AC, 3004AA-AC, and 4004AA-AC identified in the schedule as optional Surge Services CLINS in the quantities and at the prices stated in the schedule. The Contracting Officer may exercise any of these options by written notice to the Contractor within 2 days from performance start date. If options are exercised for less than the quantities listed in the SUBCLIN, the total price for the exercised SUBCLIN shall be prorated for the amount of hours exercised.

PWS ATTACHMENTS

Solicitation M00318-17-R-0003
M&MA Services for MCBH
PWS Attachments

A) Wage Determination – See below
B) GFP List – See Attached Document
C) Master Menu Documents – See attached 15 documents

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2017-10354
Revision No.: 0
Date Of Last Revision: 9/11/2017

State: Hawaii

Area: Honolulu

Employed on Marine Corps Base Hawaii, Kaneohe, Regional Contracting Office contract for Management and Mess Attendant Services for Marine Corps Base Hawaii, Kaneohe Bay.

Collective Bargaining Agreement between contractor: (Subcontractor) Blackstone Consulting, Inc., and union: Industrial, Technical and Professional Employees Union, OPEIU Lo Local 4873, effective 1/1/2017 through 12/31/2019.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 57

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0004	13-Feb-2018		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MCBH COMMANDING OFFICER (CODE RCO) BOX 63063, BLDG KANEOHE BAY HI 96863-3063	M00318	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
	X	9A. AMENDMENT OF SOLICITATION NO. M0031817R0003
	X	9B. DATED (SEE ITEM 11) 25-Sep-2017
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [X] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to remove optional CLINs 0004,1004, 2004, 3004 and 4004 along w ith all related SubCLINs and correct an erroneous statement in item 9 of the deliberables table. As a result, the CLINS and PWS are revised as indicated in the attached. PWS revisions are highlighted in yellow on pages 16, 53, and 57.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 13-Feb-2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0004AA
The pricing detail quantity has (b) (4)

SUBCLIN 0004AB
The pricing detail quantity has (b) (4) .

SUBCLIN 0004AC
The pricing detail quantity has (b) (4) .

SUBCLIN 1004AA
The pricing detail quantity has (b) (4)

SUBCLIN 1004AB
The pricing detail quantity has (b) (4)

SUBCLIN 1004AC
The pricing detail quantity has (b) (4)

SUBCLIN 2004AA
The pricing detail quantity has (b) (4)

SUBCLIN 2004AB
The pricing detail quantity has (b) (4)

SUBCLIN 2004AC
The pricing detail quantity has (b) (4)

SUBCLIN 3004AA
The pricing detail quantity has (b) (4)

SUBCLIN 3004AB
The pricing detail quantity has (b) (4)

SUBCLIN 3004AC
The pricing detail quantity has (b) (4)

SUBCLIN 4004AA
The pricing detail quantity has (b) (4)

SUBCLIN 4004AB
The pricing detail quantity has (b) (4)

SUBCLIN 4004AC
The pricing detail quantity has (b) (4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule for SUBCLIN 0004AA has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2018 TO 28-FEB-2019	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318

The following Delivery Schedule for SUBCLIN 0004AB has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2018 TO 28-FEB-2019	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0004AC has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2018 TO 28-FEB-2019	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 1004AA has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2019 TO 29-FEB-2020	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318

The following Delivery Schedule for SUBCLIN 1004AB has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2019 TO 29-FEB-2020	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 1004AC has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2019 TO 29-FEB-2020	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 2004AA has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2020 TO 28-FEB-2021	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318

The following Delivery Schedule for SUBCLIN 2004AB has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE

POP 01-MAR-2020 TO 28-FEB-2021	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 2004AC has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2020 TO 28-FEB-2021	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 3004AA has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2021 TO 28-FEB-2022	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318

The following Delivery Schedule for SUBCLIN 3004AB has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2021 TO 28-FEB-2022	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 3004AC has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2021 TO 28-FEB-2022	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 4004AA has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE

POP 01-MAR-2022 TO 28-FEB-2023	N/A	MCBH ANDERSON HALL CWO LISA M. FIGUEROA MCBH ANDERSON HALL BLDG 1089 KANEOHE BAY HI 96863 808-257-1311 FOB: Destination	M00318

The following Delivery Schedule for SUBCLIN 4004AB has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2022 TO 28-FEB-2023	N/A	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 4004AC has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-MAR-2022 TO 28-FEB-2023	N/A	N/A FOB: Destination	

The following have been modified:

PWS

Performance Work Statement (PWS)

Management and Mess Hall

Attendant (M&MA) Services for Marine Corps Base Hawaii (MCBH)
As of Amendment 0004

1. Vision Statement
To remain responsive to Marines needs for high-quality and nutritious meals.

1.1 Introduction
The contractor shall effectively plan, develop and execute a cost-effective Marine Corps Base Hawaii, Kaneohe Bay Food Service program while maintaining occupational proficiency for food service Marines (MOS 3381).

1.2 Mission
Safely serve fresh nutritious, wholesome, quality meals while complying with the Marine Corps expanding diversity of ethnic, cultural and nutritional requirements for our warfighter.

1.3 Background
The Director, Headquarters United States Marine Corps (USMC), Food Service and Subsistence Program is responsible for the overall food service operations for the Marine Corps.

The Contracting Officer (KO) will have overall contractual authority to the maximum extent practicable, consistent with law.

The Contracting Officers Representative (COR) and Technical Representative (TR) will function as the Installation Contracting Officer Representatives respectively.

The Quality Assurance Evaluator (QAE) will be tasked to assess and monitor contract performance.

The Installation Food Service Officer (FSO) or official designee will continue to function as a special staff officer within the military chain of command, advising commanders and coordinating efforts on all matters pertaining to MCBH Management and Mess Hall Attendant (M&MA) Services.

1.4 Scope

There are seven primary goals of the Marine Corps Base Hawaii, Management and Mess Hall Attendant (M &MA) Services Contract:

Goal 1. Provide high quality meals that meet or exceed the nutritional requirements in accordance with Fueled to Fight (F2F), and Marine Corps Base Hawaii Master Menu.
Goal 2. Provide meals that are prepared in accordance with (IAW) food safety standards.
Goal 3. Provide meals in a clean and pleasant establishment.
Goal 4. Provide meals in a timely fashion.
Goal 5. Provide capable and responsive food service and facility management.
Goal 6. Provide sustainment of Government Furnished Property.
Goal 7. Provide a training platform to Food Service Marines assigned to Management and Mess Attendant (M&MA) Mess Halls.

2. General Requirements

The base period of performance for Marine Corps Base Hawaii, Food Service Contract shall begin 01 March 2018 through 28 February 2019 with four option years.

The Contractor shall provide all management, personnel, tools, and supervision necessary to perform management, administrators, inventory control, ordering control, food preparation, mess attendant, food service workers, food preparation and serving equipment maintenance and repair, motor vehicle operation, cashiers at facilities associated within the Marine Corps Base Hawaii Food Service Program as defined in this Contract.
The Contractor shall perform to all standards and requirements described at the food service facilities listed herein.

A brief explanation of the various types of services required under this contract is listed below.

(1) Administrative Support and Clerical:
-Administrative Assistant (Technical Representative and Project Manager)
-Accounting Clerk II (Marine Corps Food Management Information System ((MCFMIS))/Point of Sale ((POS)) administrator)
-Accounting Clerk II (STORES Web/ SABRS administrator)
-Orders Clerk I (Common Logistics Command and Control ((CLC2S)) Orders Clerk/ PR Builder Orders Clerk)
-Secretary I

(2) Food Preparation and Mess Attendant Services:
-Baker
-Cook I
-Cook II
-Dishwasher
-Mess Attendants
-Food Service Worker

(3) General Services and Support Occupations:

-Janitor
-Laborer, Ground Maintenance
-Window Cleaner

(4) Landry, Dry-Cleaning, and Pressing:
-Presser, Machine, Wearing Apparel, Laundry

(5) Materials Handling and Packing:
-Store Worker I (Storeroom/Property/PR builder)

(6) Mechanics and Maintenance and Repair: (Food Preparation and Serving Equipment Maintenance and Repair)
-Electronics Technician Maintenance I
-General Maintenance Worker

(7) Transportation/Mobile Equipment:
-Truck driver, Light

(8) Miscellaneous:
-Cashier

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Marine Corps Food Management Information Systems (MCFMIS) such as: Production Worksheet, Menu Scaled Recipe, Issues, Issue Summary, Pull Sheet, Menu Scaled Ingredient Labels, Post Meal Counts, Food Items and Recipe, and Daily Coat Analysis.

Acronyms and terms which apply to Contract personnel, in the performance of their duties, at the food service facilities are contained in the Department of Defense Single Stock Point for Military Specifications, Standards and Related Publications (DODSSP) Collection such as: Custodian Asset Report (CAR), Custodian Inventory Report (CIR), Mess Hall Equipment Replacement Record (MERR), National Stock Number (NSN), and Minor Property Report.

2.1. Non-Personal Services
The Government will neither supervise contractor employees nor control the method by which the contractor performs the required work under this contract. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the KO immediately.

2.2. Business Relations
The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3. Contract Administration and Management
Contractor managerial functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional-style food service establishments.

Contractors will perform their duties alongside of military food service personnel. The Contractor shall comply with the Marine Corps Base Hawaii Master Menu and authorized changes, MCO P1011.42B (Armed forces Recipe Service), The Marine Corps Food Management and Information System (MCFMIS) and all authorized changes made by the Installation Food Service Officer/Food Technician. All food prepared in the food service facilities shall

be prepared and stored in accordance with provisions contained in NAVMED P5010-1, Tri-Service Food Code (TSFC).

2.3.1. Contract Management
The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between TR and the contractor's corporate offices. Additionally, the contractor must maintain continuity between the support operations at local installations and the contractor's regional and/or district offices.

2.3.2. Contract Administration
The contractor shall establish processes and assign appropriate resources to effectively administer requirements. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support the Marine Corps Base, Kaneohe Bay Food Service Contract. The contractor shall assign work effort and retain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3. Personnel Administration
The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make all necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract requirements both on and off site. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.3.4. Right of First Refusal
Upon award of the contract, the contractor and its subcontractors are required to offer those service employees that are employed under the predecessor contract, and whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. Therefore, the contractor shall comply with the Non-displacement of Qualified Workers clause 52.222-17 in this contract.

2.3.5. Insurance
Within 15 calendar days after award, the Contractor shall furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts not less than the minimums specified below and in accordance with the FAR 52.228-5, insurance – work on a government installation clause. This insurance must be maintained during the entire performance period.

The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

- Comprehensive General Liability: $1 million per occurrence.
- Automobile Liability: $200K per person, $500K per occurrence for bodily injury, $20K per occurrence for property damage.
- Employee's Liability Coverage: $100K, expect in states where workers' compensation may not be written by private carriers.
- Worker's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
- Liability to Third Persons: in the amount of $1 million per claimant and $2 million per incident.
- Other as required by State Law.

2.4. Subcontract Management
The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI)

considerations. Contractors shall add subcontractors to their team after receiving consent from the KO. Cross teaming may or may not be permitted.

2.4.1 Medical Requirements

The Contractor shall ensure that all personnel have a current Medical Certificate (DD form 2971) prior to starting work. All Contractor personnel shall be examined for evidence of tuberculosis. The medical screening shall be in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC), all forms will be maintained by the Contractor in accordance with Health Insurance Portability and Accountably Act (HIPAA) and the privacy act. The Contractor shall keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of their DD form 2971.

2.4.2. Contract Employee Health

The Contractor shall comply with requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC). The Government reserves the right to remove or direct the Contractor to remove any employee that the Government believes may have a communicable disease. Removal of a contract employee because the employee may have a communicable disease shall not relieve the Contractor from responsibility to perform under this contract.

2.4.3. Emergency Medical Care

Only Emergency medical care is available at the Navel Regional Medical Clinic to the Contractor employees who require immediate medical treatment resulting from on-the-job injury. The Government on a reimbursable basis will provide emergency medical transportation to a community medical facility. Cost and reimbursement policy will be rendered by the KO.

The Contractor shall immediately report an occurrence of a job-related injury. The Contractor shall prepare an accident report and forward the original and one copy to the COR/ACOR within 4 hours.

2.5. Contractor Personnel

The Contractor shall provide an on-site Project Manager to be responsible for performance of the work. The Project Manager shall be on-site at least 70% of the operational time. In the absence of the supervisor, a lead worker shall be placed in charge and shall have supervision as his primary function during the times he is in charge.

During Mess hall operating hours, the Project Manager or Alternate shall be available to meet with the COR. at the mess hall, within 60 minutes of a call to meet. After close of the mess hall for the day, the Project Manager shall be available within 2 hours for discussions.

2.5.1. Conduct, Conflicts of Interest, and Other Issues

Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
The Contractor shall remove immediately from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

The Contractor shall employee professionally and technically qualified personnel to perform the work specified and to ensure that the quality of services performed meet the performance standards specified.

The Contractor shall not employ off-duty quality assurance personnel or any individual who has received a persona non grata, nor any person who is an employee of the United States Government, when employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Department of Defense, Military or Civilian. The Contractor shall not employ family members of Military food service personnel assigned or near the vicinity of the Food Service Facilities.

The Contractor is cautioned that off-duty/active personnel hired under this contract may be subject to permanent change of station orders, change in duty hours, or deployments, which could have an impact upon his/her staffing. Military Reservists and National Guard members may be subject to recall for active duty. Their absences at any time shall not constitute an acceptable excuse for non-performance under this contract.

A strike by the Contractor's employees does not constitute justification for non-performance of any part of this contract.

2.5.2. Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined by the Wage Determination List under the Department of Labor, labor rates, and man-hours utilized in the execution of the Performance Work Statement (PWS) line items issued hereunder will be the minimum necessary to accomplish the work. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

The use of alcoholic beverages and illegal drugs, or incapacitating agents while on duty, is strictly forbidden. The contractor shall immediately remove and replace employees who are under the influence of such substances without causing a disruption in services.

2.6 Capable and Responsive Management and Staffing

The Contractor shall provide all requisite management resources and staffing needed to accomplish the work delineated in this PWS. Anticipating and planning for changes in the work environment, including changes in the demand for meals or other food services is a fundamental part of this management requirement.

2.6.1 Staffing Requirements

The contractor shall provide all staffing required to accomplish the work described in the PWS. The following are the minimum requirements for staffing. The contractor has the discretion to decide to provide additional staffing beyond what is listed below at no additional cost to the Government in order to meet the requirements of the PWS.

Required Jobs: Key Billets

-Project Manager (a person in charge of Mess Hall Operations and employees working under the company). It is mandatory for 1 full-time person to hold this position.
-MCFMIS Operator- places subsistence orders please see Section 5 on page 60 of the original solicitation. It is mandatory for 1 full-time person to hold this position.
- Production Chef (aka Head Chef/Executive Chef). It is mandatory for 1 full-time person to hold this position.
- Cooks I/II- enough to support the meals listed in 3.2 page 52. It is mandatory to have a minimum of 16 full-time personnel to hold these positions.
- Bakers- enough to support all meal listed in 3.2 page 52. It is mandatory to have a minimum of 3 full-time personnel to hold these positions.
- Maintenance Technicians- Works on all food service equipment in the facility. It is mandatory to have a minimum of 2 full-time personnel to hold these positions. Tasks may include and be combined with the requirements for the electrical maintenance and light truck driving duties.
- Accounting Clerk- STORES WEB/SABRS; Orders Clerk- PR Builder/CLC2S; and Secretarial duties. ,Iit is mandatory to have a minimum of 2 full-time personnel to fulfill these positions/responsibilities/duties.
-Cashiers. It is mandatory to have a minimum of 5 full-time personnel to hold these positions.
-Food Sanitation Specialist. It is mandatory to have a minimum of 41 total full-time personnel to fulfill these positions. These positions have the following job responsibilities/duties: Mess Attendant duties; Food Service Work duties; Janitorial duties; Window cleaning duties; Store Worker duties in the Storeroom (it is mandatory to have a minimum of 3 of the 41 full-time personnel assigned to this duty); Store Work duties in the Property room (it is mandatory to have a minimum of 2 of the 41 full-time personnel assigned to these duties; and Dishwashing duties (it is mandatory to have a minimum of 6 of the 41 full-time personnel assigned to this duty). Please note 3 dishwashers are required per scullery, and 2 scullery's are to be manned for all shifts with a 3rd scullery available for over-flow as needed.

2.6.1.1 Qualifications Requirements

The Contractor shall furnish, with the initial proposal, the names of the key personnel hired to perform work under this contract. The names are to be accompanied by a brief personal history statement including, but not limited to, a record of employment covering the immediately preceding year and other mess attendant related jobs.

b. Must possess the following experience, at a minimum:

1. The Project Manager: shall, within the past 10 years, have 8 years' experience; consisting of a minimum of 5 years supervisory experience, and 5 years management experience in volume food service providing complete meal service. The project manager must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 10 years and pay grade of E-9, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed Project Manager is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 10 years must have been in a supervisory status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

(2). Marine Corps Food Service Information System (MCFMIS) Operator shall, within the past 10 years, have 5 years' experience; consisting of a minimum of 5 years supervisory experience, and 3 years management experience in volume food service providing complete meal service. The MCFMIS operator must also have experience in government/commercial galley/kitchen and dining room facilities with equipment and operations equivalent to that involved in this contract.

(a) Military food service experience at a minimum with 6 years and grade of E-6, warrant, or commissioned officer may be credited as management experience for this position.

(b) If the proposed MCFMIS Operator is not currently working for your company, you must submit a clear written statement of commitment from the individual that he or she shall be available for work if the contract is awarded to your company.

(c) The most recent year of the 3 years must have been in a status that included planning, scheduling, and directing subordinate personnel in food service preparation and service.

3. Production Chef – is the Head Chef/Executive Chef in Charge of all the areas production schedules, employees, and number of cooks assigned to include the Snack Line and Satellite Facility: Shall, within the past 10 years, have 5 years' experience in complete orders from steam tables, placing food on plates and serving customers at counters. Have grilled and garnished hamburgers or other meats such as steaks and chops. Grilled, cooked, and fried foods such as french fries, eggs, and pancakes. Perform simple food preparation work such as making sandwiches, carving meats, and brewing coffee. Take orders from customers and cooked foods requiring short preparation times, according to customer requirements. Clean food preparation equipment, work areas, and counters or tables. Also, possess knowledge in preparation of hot food items using sautéing, roasting and baking skills and performing work such as volume preparation of soups, salads, gravies and other foods constituting a snack line item. Possess knowledge of progressive cookery and high standard of quality for preparation and service of food.

(a) Military food experience at a minimum with 4 years and pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of the Production Chiefs to the Contracting Officer via the COR/ACOR within two (2) days after start of employment. It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in the position shall be identified (complete

name resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of the any personnel changes.

4. Cook: Shall, within the past 5 years, have 3 years' experience functioning in every aspect of introductory food preparation, storage, cooking, baking, knife skills, weighing and measuring, production methods, presentation standards, garnishing techniques and serving. Qualifications required include basic skills in math and reading, ability to follow recipes, communicate, and work closely with others.

(a) Military food service experience at a minimum have 3 years in pay grade of E-5 or below may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of cooks to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

5. Bakers: Shall have, within the past 10 years, 5 years' experience in volume preparation of baking goods. Must possess the ability to prepare breads, rolls, muffins, cookies, pies cakes, doughnuts, biscuits, and other pastries, including icings and frostings, according to established recipes. Prepares components, gelatins, custards, meat pies, fillings, and other finishes as required. Ability to prepare all types of baked goods. Cleans and maintains work areas, utensils, and equipment. (Experience shall include but not limited to pies, cakes, breads, rolls, biscuits, sweet rolls, doughnuts, icings, sauces, glazes, puddings, and gelatin products.)

(a) Military food service experience at a minimum have 5 years in pay grade of E-5 or above may be credited as experience for this position.

(b) The contractor shall submit the name and detailed resume of bakers to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

6. Maintenance Technician: Will fall under the purview of the contractor project manager. Repairman, in coordination with the Responsible Officer and Property Chief, will perform his/her duties alongside military food service personnel. The Contractor shall comply with the MCO P4450.7E Marine Corps Warehousing and authorized changes. All equipment maintenance in the mess hall shall be in accordance with provisions contained in Marine Corps Safety Program, OSHA and technical manual requirements.

(a) Must possess the following experience, at a minimum: 3-5 years' experience required; Ability to work a flexible work schedule, including weekends and holidays; Demonstrated knowledge of electrical and mechanical systems and instruments; Proficient use of basic electrical and mechanical troubleshooting instruments; Ability to read and understand warning and instruction labels; Follow written and oral instructions; Familiar with various welding techniques and procedures; and Food industry experiences a plus.

(b) The contractor shall submit the name and detailed resume of service repairman to the Contracting Officer via the COR/ACOR within two (2) days after the start of employment.

(c) It is the responsibility of the contractor to submit complete updated lists identifying each change. Changes to personnel in this position shall be identified (complete name and resume of incoming personnel) to the Contracting Officer via the COR/ACOR within three (3) working days of any personnel changes.

2.6.1.1 KEY PERSONNEL

The personnel listed below are considered essential to the work being performed hereunder. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer 15 working days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. No change in personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. However, in urgent situations, as determined or agreed to by the Contracting Officer, an oral request to substitute key personnel may be approved and subsequently ratified by the Contracting Officer in writing. Such ratification shall constitute the consent of the Contracting Officer required by this paragraph. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on the substitution(s). In the event the proposed substitution of key personnel does not meet or exceed the education, experience, and other technical requirements of the personnel being replaced, the Government reserves the right to require continued performance of previously approved key personnel or to require substitution of acceptable replacements for the individuals specified below. The key personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator
TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cooks
TBD at time of award of contract	Bakers
TBD at time of award of contract	Maintenance Technician

2.6.2 Contractor Manpower Reporting Language for Contract Performance Work Statements
"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Food Services via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/"

2.6.3. Employee Breaks
Employee breaks (rest periods) shall not be taken during the periods of meal preparation, serving, or post meal periods without the approval of the Project Manager. Breaks shall be taken in designated areas only. Contract employee's breaks shall not interfere with contract employees performing services.

Contractor employees shall not loiter, congregate or sleep, in working or patron areas.

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

2.6.5. Contractor Personnel Meals
Personnel who are employed in the food service facilities under this contract may purchase meal while on duty and up to 30 minutes before or after their shift. The Contractor personnel dinning times shall not interfere with

performance of this contract. The Standard meal portions will be available to the Contract employees. The rate charges shall be the Standard meal rate, as provided by the government in official correspondence.
The Contractor shall, before any meal consumed, pay for the meal with the cashier at the appropriate meal rate. Snacking, (consumption of food or drink without reimbursement to the government) is strictly prohibited.

Contractor employees eating Government substance at any time shall be required to pay for a complete meal. The Contractor shall develop a policy to discourage snacking. If snaking is observed, the contract employee will be charged by the period of the day in which the eating or drinking is observed. If any employee observed snacking does not have funds to pay for the meal, the Contractor shall be required to pay.

Consolidation of employee personal meals with Government food is prohibited. The Contractor shall provide a refrigerator(s) at the mess hall to store employee meals. Contract employees shall consume meals only in areas designated for eating, and at no time will the meals provided leave the facility.

2.7. Location and Hours of Work
Accomplishment of the results contained in this PWS requires work at food service facilities and other government facilities. Normal workdays for the food service facilities are Monday through Sunday to include Federal and State Holidays.

The Contractor Shall Provide Critical Management tools, labor, and transportation, necessary to perform services in:

(1) Anderson Hall, 1089 Seldon St. MCBH HI, 96863: is a full service dining facility to include carry out services.

(a) **Main Line/Specialty Bars,** (3) Serving Lines, Normal hours of operation:
Monday- Friday
- Breakfast: 0530-0730
- Lunch: 1030-1300
- Dinner: 1600-1800

Weekend &Holidays
- Breakfast Brunch: 0800-1100
- Dinner Brunch: 1500-1800

(b) **Snack Line,** (1) Serving Line
Monday-Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: 1600-1800

Weekend &Holidays
Closed

(2) Flight-Line, Bldg. 144 1st St. MCBH HI, 96863: (1) Serving line, is a convince style dining facility where all items are carry-out style. Patrons are authorized to dine-in.
Monday- Friday
- Breakfast: 0600-0830
- Lunch: 1100-1300
- Dinner: (as requested by the unit)
- Mid-Rations (as requested by the unit)

Weekends & Holidays
Closed

(3) Pu'uloa Range Training Facility (PRTF) Bldg. 200 MCB Ewa Beach HI, 96707: Provides a boxed/bag meals for Breakfast, Lunch, and Dinner to support training units. All boxed/bag meals will be transported from Anderson Hall to Pu'uloa Training Range Facility in a refrigerated vehicle, daily, or as range missions requires.
- Required hours: 0400- until operational training has come to a stop.

The Contractor Shall be responsible for performing all required daily listed within this contract. The services provided shall be in accordance with maintenance and sanitation standards established by federal, state, and county sanitation laws and regulations applicable to the State of Hawaii, and in accordance with provisions contained in NAVMED P-5010-1 Tri-Service Food Code (TSFC), or most current Department of Defense Order.

2.7.1. Extended Service Hours

Special and emergency situations (for example, accident and rescue operations, civil disturbances, weather warnings, base alerts) may necessitate a dining facility to operate on an extended basis of up to 24 hours per day. The contractor shall provide these services when required by the contracting officer. ~~at the Optional Surge CLIN prices. The Contractor shall provide these optional surge services, when requested by the KO.~~ If this is requested orally, a written contract modification, setting forth the effort required, will be provided as soon as possible thereafter, but no later than (24) hours. ~~The price of the additional work will be based on the hours and categories required at the loaded hourly labor rates contained in the optional surge CLINS. Optional Surge~~ Services may also be needed due to situations such as equipment failure, unscheduled power outages, and or closing of food service facilities for repairs, delays due to expected or unexpected troop movement and unanticipated extension of meal hours. These services will be used only in emergency situations. In addition ~~to the Optional Surge CLINS,~~ the Contractor shall provide services during Crisis declared by the National Command Authority or Overseas Combatant Commander. Upon notification by the contracting officer, the contractor shall perform special event services (Contingencies, Operational Readiness Exercises or Inspections, Facility operations on an extended basis up to 24 hours per day, etc.) as required.

The KO shall issue a unilateral change order citing the authority of this provision. When performance pursuant to such an order causes an increase in the Contractor's cost to perform any portion of the work under this contract, an equitable adjustment will be negotiated.

All services described under this paragraph must be approved by the KO prior to performance.

Contractor Personnel. The Contractor shall provide responsible worker personnel including management personnel to perform the duties as specified in the Performance Work Statement.

2.7.2. Rim of the Pacific (RIMPAC)

The Contractor shall provide additional Support for Anderson Hall in Support of Rim of the Pacific (RIMPAC). RIMPC, historically, is a biannual event (2018, 2020, 2022, 2024, etc...) hosted aboard Marine Corps Base (MCB) Hawaii. Multiple countries participate and are required to be supported for subsistence from Anderson Hall and such will result in increased amounts of patronage. A temporary increase in contractor support is required to support this operational readiness exercise. Assignment of support required personnel will be set forth by the Contractor and the COR/ACOR. The Government will provide the Contractor (60) days notification of RIMPAC.

Below is an example of the minimum support that will be required in support of RIMPAC:
2,500 additional force to be supported, this may fluctuate throughout the operation. The force flow of personnel will be provided to the Contractor.

Dates of Support 01 June- 31 October (training, build-up, and retrograde)
Support required: additional contracted cooks, and additional contracted mess attendants
Hours required: Full time employees, 40-hr week
Days required: Sunday-Monday, staggered schedule
Cooks will be assigned on a watch system in a way to maximize support during peak periods.

2.7.3. Strike/Contingency Plan.

Fourteen (14) days prior to the contract start date or prior to an eminent strike the Contractor shall provide to the Contracting Officer, for approval a strike contingency plan. The strike contingency plan shall include proposed procedures to notify the Government of a strike or intent to strike, plan of action to perform services outlined in the contract with minimum disruption of services to mess hall patrons, use of other personnel presently employed by the contractor, use of supervisory personnel and use of other sources of personnel.

3. Food Quality

The Contractor shall be responsible for providing consistently high quality meals that meet or exceed nutritional requirements in accordance with Fueled to Fight (F2F) color coding system at every meal. Foods shall be prepared and served in a manner that demonstrates advanced culinary skill and proficiency. Quality will be measured by the customer satisfaction ratings.

The Contractor shall prepare and store food in a way that protects it against cross contamination per the requirements of NAVMED P-5010-1 Tri-Service Food Code (TSFC).

3.1. Authorized Personnel to Subsist

The Contractor shall support all Military Personnel (meal card holders) whom are authorized to subsist at the government expenses. The enlisted members are the primary customers at all the food service facilities.

The Contractor shall support all secondary customers who are military and authorized personnel that wish to, and are granted permission to dine in the facility at their own expense.

Blanket authorization to feed civilians (i.e. federal employees, retires, dependents, guest, foreign military, etc.) is not authorized, and is contrary to congressional intent of appropriation. The Installation Commander may authorize only eligible personnel to subsist, on an exception/non-reoccurring basis. This authorization shall be forward to the Contractor at least (3) working days prior to the occasion.

The Contractor shall ensure only authorized individuals are served, per MCO 10110.14M, and current Department of Defense orders and directives.

3.2. Estimated Quantities

Estimated Meals per day. The estimated meals per day at each facility are based on (3) years of historical data. The Contractor shall provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated Quantities daily with or without the assistance of Military Cooks.

Anderson Hall, bldg. 1089: Main Line, Specialty Line, and Snack Line (Monday-Friday)

Breakfast	Lunch	Dinner
High: 700	High: 1400	High: 1250
Low: 150	Low: 200	Low: 175
Average: 450	Average: 800	Average: 750

Anderson Hall, bldg. 1089: Main Line and Specialty Line, (Weekend & Holiday(s))

Breakfast Brunch:	Dinner Brunch
High: 775	High: 1100
Low: 100	Low: 100
Average: 400	Average: 600

Flight-Line, bldg. 144: (1) Serving Line (Monday- Friday)

Breakfast:	Lunch:	Dinner/Midrats:
High: 300	High: 400	High: 300
Low: 25	Low: 50	Low: 0
Average: 160	Average: 225	Average: 20

Pu'uloa Range Training Facility (PRTF), Bldg. 200: box/bag meals (Sunday- Monday)

Breakfast:	Lunch:	Dinner:
High: 800	High: 800	High: 800
Low: 0	Low: 0	Low: 0
Average: 200	Average: 200	Average: 50

3.2.1. Additional Portion Policy

Additional servings shall be provided to patrons upon request, after the customer has consumed the previous food portions received, and rejoined the serving line. The Contractor may offer a more liberal additional portions policy at their discretion keeping within the Daily Cost Analysis.

Additional portion(s) served will be consumed in the food service facility and will not be provided in a "to-go" container.

3.3. Menu Management

Contractor shall prepare and serve meals to a minimum of the baseline meal and menu requirements in accordance with Marine Corps Base Hawaii Master Menu and Fueled to Fight (F2F) and the contractor's menu management plan. The Contractor's Menu Management Plan will be approved 15 days after award of contract.

3.3.1. Menu Posting

The Contractor shall post the menu daily at each mess hall in such a way that will serve as advertisement for current and future menus. The Contractor shall post F2F program requirements. Contractor shall post menu and prices at the entrance to the dining facility serving area for all meals during the day before the start of the breakfast meal. The Contractor shall put meal information into the computer for maintaining the menu screens.

3.3.2. Menu Choices and Options

Main-Line entrees shall be served as the primary meal. A cyclic master menu will be used in all mess halls. Main-Line and Fast-Food meal options shall not be duplicated during a meal period and shall meet the menu requirements listed in the Marine Corps Base Hawaii, Master Menu. The Contractor is encouraged to provide innovative food items and menu selections that appeal to the Marine Corps diverse demographics.

The Contractor may provide meals as either self-served, (e.g., customers serve themselves), or served by Contractor employees, keeping within the Daily Cost Analysis.

Unless specifically stated otherwise herein, Main-Line, Specialty Line, and Fast-Food meal options shall be included during all meal periods.

The Contractor shall monitor the acceptability of menu items and eliminate items with low levels of customer acceptance. Where a menu item is changed the replacement item served shall be equal to or better than the item planned per the menu in terms of food quality, nutritional value, and customer acceptability.

3.3.3. Menu Changes and Enhancements

Contractor requests for changes to master menus may be considered on a one-time, temporary, or a permanent basis. The Contractor must submit requests to the Mess Hall Manger for all menu changes. One-time or temporary menu changes are approved or disapproved by the Mess Hall Manager. Requests for permanent menu changes are approved or disapproved by the COR/ACOR.

Temporary Menu Changes shall not exceed a period of 90 calendar days. Menu changes exceeding 90 calendar days are considered a Permanent Menu Change. One-time or temporary menu change requests shall be approved or disapproved within (7) calendar days by the Mess Hall Manager.

All requests for menu changes shall be provided by the Contractor at no additional cost to the Government. Menu changes shall be reported in the Contractors Monthly Management Report.

3.3.4. Menu Substitutions

The Contractor shall manage, inventory and issue the food items proposed within the MCBH Master Menu and Contractors menu plan in quantities sufficient to feed all customers for a given meal period. In such cases where the Contractor runs out of one or more menu items, the Contractor shall replace with an item deemed equal to or greater to the item being replaced, in terms of food cost, customer acceptance, food quality and nutrition. The Contractor shall maintain copies of all menu substitution, correspondence as part of the Daily Folder as stipulated in the MCFMIS SOP.

3.4. Special Requests/Services

3.4.1. Special Holiday Meals Requirements
On the Navy Birthday, Marine Corps Birthday, Thanksgiving Day, Christmas Day, and New Year's Day, the Installation Commander may authorize the sale of holiday meals to guests of military personnel and to civilian government employees.

The Contractor shall provide sufficient personnel and extension of meal hours in order to accommodate the increase of personnel in attendance, for all Special Holiday Meals listed.

Personnel may be authorized to eat the holiday meal in the mess hall on these days at the discretion of the Installation Commander. Personnel not authorized to subsist at government expense will be charged the applicable meal prices (including surcharge, if applicable). Holiday meal rates will be charged in accordance with Marine Corps Bulletin (MCB) 10110.10

The Contractor shall provide, at their expense, appropriate decorations, for the food services facilities in conjunction with Special Holiday Meals shown in below:
Special Holidays Type of Meal Menu Date
Navy Birthday Lunch or Dinner (13 OCT)
Marine Corps Birthday Lunch or Dinner (10 November)
Thanksgiving Day Lunch, Dinner or Dinner Brunch (4th Thursday in November)
Christmas Day Lunch, Dinner or Dinner Brunch Same as Marine Corps Birthday (25 December)
New Year's Day Lunch or Dinner (Not designated 1 January)

3.4.2. Themed Meal Requirements
The Contractor shall provide themed meals to reflect the celebratory occasions. The Contractors shall provide, at their expense, appropriate decorations, for the food service facilities in conjunction with celebratory occasions listed below:

Themed Meal Type of Meal Theme Menu Date
Birthday of Martin Luther King, Jr. Lunch or Dinner Celebration of the life and accomplishments of Martin Luther King, Jr. (Not designated, Third Monday in January)
African-American History Month Lunch or Dinner African-American Heritage (Not designated Month of February)
Women's History Month Lunch or Dinner Women's Heritage (Not designated Month of March)
Days of Remembrance Lunch or Dinner Remembering victims of the Holocaust (Not designated April or May)
Asian Pacific Heritage Month Lunch or Dinner Asian Pacific Heritage (Not designated Month of May)
Women's Equality Day Lunch or Dinner Women's Heritage (Not designated 26 August)
National Hispanic Heritage Month Lunch or Dinner Hispanic Heritage (Not designated 15 September 15 October)
Native American Heritage Month Lunch or Dinner Native American Heritage (Not designated Month of November)

3.4.3. Mess Deck Support
The Contractor shall provide mess deck requests and coordinate schedules to ensure there is no double booking for the specialty deck side. The Contractor shall set up and tear down the tables and serving areas in order to meet the unit's request. If the number of personnel exceed 60 PAX the contractor shall open an additional scullery.

3.4.4. Recreational Meals Requirements
The Contractor shall provide Recreational Meals to Marine Corps units participating in family day events, sports day events, and other similar authorized functions. The baseline menu requirements for Recreational Meals are provided in the Marine Corps Base Hawaii, Master Menu. The Contractor shall provide clean/sanitize serving equipment on a loaned basis. The Contractor shall transport the meals and clean/sanitize serving equipment as far as the mess hall loading dock and assist with the loading of the meals and serving equipment onto vehicles, if needed.

Requests for Recreational Meal support shall be submitted to the Mess Hall Manager for approval at least (7) calendar days in advance. Upon approval by the Mess Hall Manager, and Project Manager the Contractor shall proactively coordinate Recreational Meal requirements with the requesting unit. The Government will inform the

Contractor of cancellations within (24) hours of requested pickup time and date. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.5. Box Meals Requirements

The Contractor shall provide Box Meals to requesting units. Box Meals shall be available for pick up at the mess hall requested from by the unit. A Box Meal may be requested for the Breakfast, Lunch, Dinner, or Midnight Rations meal (Mid-Rats). The Contractor shall transport the meals as to far as the Pu'uloa Range, Bldg. 200, and assist with the loading and unloading of the meals onto and off vehicles to appropriate refrigeration.

Minimum Box Meal requirements are provided in the Marine Corps Base Master Menu. Alternatives, if proposed, should accommodate the recommendations for box meals provided in the NAVMED P5010-1 Tri-Service Food Code (TSFC), and in accordance with the Fueled to Fight (F2F) program.

Requests for Box Meal support shall be submitted to the Program Manager for approval at least (3) calendar days in advance. Upon approval by the Program Manager the Contractor shall proactively coordinate Box Meal requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

All box meals shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

3.4.6. Remote Site Meal Requirements

The Contractor shall provide meals for units participating in field exercises and other events when meals are required away from the mess hall, only after approval of Mess Hall Manager. This effort is commonly referred to as Remote Site Feeding. Remote Site Feeding meals shall be the same as those provided from the regular cycle menu at the mess hall where the meals are ordered and picked up from. The Government will provide food and beverage containers, transportation, drivers, and the requisite personnel needed to transport and to serve the meals at the remote site. The Contractor shall be responsible for preparing the meals and transferring the meals requested into the meal containers. The Contractor shall provide sufficient condiments for the number of meals. The Contractor shall transport the meals as far as the mess hall loading dock and assist with the loading of the meals onto vehicles, if needed.

The Contractor shall sufficiently heat or chill the food and beverage containers. Contractor shall ensure food remains outside of the Time/Temperature Control for Safety (TCS) (between 41F and 135F) until time of pickup. All food containers shall be labeled across the top of the container lid with the following: **Mess hall number; date/time prepared; number of servings; the statement, "Discard contents within four hours; and the initials of the person preparing the meal.**

The Contractor shall clean and sanitize the meal containers used to transport the food, and the utensils used to serve the food, both before and after use.
Units requesting meals for Remote Site Feeding may request to borrow serving utensils and other similar items to serve meals away from the mess hall. The Contractor shall provide such items on a temporary loaned basis.

Requests for Remote Site Meal support shall be submitted to the Mess Hall Manager for approval at least (5) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Remote Site Meal support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date.

3.4.7. Hot and Cold Beverage Support

Hot and Cold Beverage Support is occasionally required by units, and is typically provided to Marines engaged in rigorous outdoor activity. The requirements for Hot and Cold Beverage Support: Units requesting this support shall provide insulated containers for storing and transporting the beverages. The Contractor shall fill the containers with

the requested number of Hot and Cold Beverage Support rations, and provide appropriate disposable cups, at their expense, in quantities sufficient to support the number of rations requested. The Contractor shall clean and sanitize the beverage containers before and after use.

3.4.8. Fruit Support for Conditioning Hikes

Fruit and beverage support is occasionally required by units, and is typically provided to Marines engaged in conditioning hikes as required. Units requesting this support will provide a Unit Letter of Instruction to the Mess Hall Manager for approval at least (10) calendar days in advance. Upon approval by the Mess Hall Manager and Project Manager the Contractor shall proactively coordinate Hike support requirements with the requesting unit. The Government will inform the Contractor of cancellations within (24) hours of requested pickup time and date. Hike support is non-reimbursable to the facilities and is only used for hikes over 3 miles. There are no monetary credits for conditioning hikes.

4. Service Quality

The Contractor shall be responsible for providing consistently high levels of service quality. Food service staff shall be attentive and accommodating to customer needs, while consistently maintaining a respectful, pleasant, and courteous demeanor towards customers.

The Contractor's operation shall be conducted in such a manner to prevent attractions of insect, vermin and rodents. The Contractor shall comply with pest control measures prescribed in NAVMED P5010-1 Tri-Service Food Code (TSFC) and in connection with the Facilities Rodent Control Program for the installation. Indications of infestation of vermin, rodents or pets shall be reported to the COR by the Contractor.

4.1. Quality Control

The Contractor shall develop a Quality Control Plan (QCP) and maintain an effective quality control program to ensure services are performed in accordance with the contract and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractors QCP is the means by which they assure themselves that their work complies with the requirement of the contract.

The QCP (which was submitted with the proposal) will be accepted by the Government at the time of the award of the contract. . The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Governments review and approval. The Government may find the QCP "unacceptable" whenever the Contractors procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.1.2 Quality Control Plan

The Contractor’s QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

(1) A description of the Contractor’s quality control system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, the extent of their authority, and a list of any other functions the individual(s) performs concurrently with the QC work which may adversely affect the level of quality.

(3) Provisions for recording the results of inspections and for recording any corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

A file of all Quality Control inspections, both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to the Contracting Officer within 10 working days of completion/termination of the contract.

The Contractor shall submit to the Contracting Officer a revised QCP for approval within seven calendar days of any change.

Each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the work. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the PWS paragraph entitled, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES". All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work without notice to the Contractor.

The Contractor shall meet the Government's representative at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement.

The project manager shall be required to meet at least weekly with the COR/ACOR, for performance evaluation meetings, until full implementation of contracting services of the mess hall. The project manager, mess hall managers or assistant mess hall managers shall be required to meet at least twice per month with the COR/COR/ACOR and other mess hall managers; for Food Service Management meetings, to discuss food service issues and upcoming events.

In addition to inspections of contractor performance by the COR/ACOR, Preventive Medicine personnel will also inspect for compliance with sanitary standards established in the most current edition of NAVMED P5010-1 Tri-Service Food CODE (TSFC). The cleanliness of spaces and related equipment will be measured by the Food Service Sanitation Inspection, NAVMED 6240/1 Form. Defects will be reported to the COR/ACOR in writing within 24 hours after the inspection.

Sanitation discrepancies identified during inspections require immediate correction. Sanitation discrepancies may be cause for shutdown of the facility until required sanitation standards are restored. Failures, which are determined to be the fault of the Contractor, shall result in a deduction for nonperformance during the period in which the mess hall is shutdown.

4.1.3. Customer Comments

Meal Comment Cards shall be provided by the Contractor for mess hall patrons to comment on various aspects of their meal experience, such as the quality, quantity and other services. In addition to the Meal Comment Cards received, the Contractor shall address information provided to the government via the Defense Information System Agency (DISA) Interactive Customer Evaluation (ICE) system, as a feedback tool to improve customer satisfaction. Additional information about the DISA ICE system is provided at: http://ice.disa.mil/

To ensure customer satisfaction, the Contractor Shall conduct customer surveys and solicit customer comments in accordance with the Contractor's Quality Control Plan (QCP). The contractor shall distribute customer service forms, collect the forms and respond to customer comments when requested by the COR/ACOR. The completed customer service forms will be the property of the Government and will be turned over to the COR/ACOR upon collection. The contractor shall encourage customer comments.

4.4 Food Safety and Sanitation

The Contractor shall implement a Food Safety and Sanitation Plan and employ strict enforcement measures to ensure compliance in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC) and coordinate and provided a cleaning schedule to the COR/ACOR. The Contractor's sanitary producers shall meet or exceed the requirements listed in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

4.4.1. Sanitation Training

Contractor employees will attend and teach training classes in the principles and practices of personal hygiene and food service sanitation to both Contractor Employees, and the Government. The Government shall conduct these courses at the Navy Preventive Medicine classroom at Pearl Harbor. Contractor personnel shall also receive on-the-job training during working hours and be supervised until qualified to perform the work assigned. All Contractor personnel shall attend an 8 hours initial Sanitation Training course and a 4 hours annual refresher-training course in food service sanitation as a minimum. All contractor training records shall be made available for Government inspection upon request by inspecting parties.

Yearly refresher training in personal hygiene and food service sanitation shall be provided by the Contractor to prevent food borne illnesses. These training sessions shall be coordinated by the Contractor with the COR to allow the Contractor time to shift workers accordingly.

All Contractor supervisory personnel shall have successfully completed, as evidenced by certificate, a formal food service sanitation training program that meets the minimum requirements of Chapter I of the Naval Preventive Medicine Manual. Certificates shall be submitted to the Contracting Officer 10 days prior to contract start. Certificates shall be renewed annually and submitted to the COR on the contract anniversary date.

4.4.2. Inspections

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government in accordance with inspection clause in this contract.

(a) Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including Preventive Medicine personnel.

(b) The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests/inquiries for information, inspection or review findings by regulatory agencies

4.4.3 Sanitation Inspections

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

Each food service facility shall be subject to periodic inspections conducted by Navy Environmental and Preventive Medicine Unit (NEPMU). NEPMU inspections are designed to detect violations of food safety and sanitation standards, and to ensure that the mess halls are managed in a safe and sanitary manner. NEPMU sanitation inspections assess violations of food safety and sanitation standards as either a Critical, or Non-Critical Violation. Appropriate corrective action must be taken to correct any stated violation in accordance with timelines stipulated in the NAVMED P-5010-1 Tri-Service Food Code (TSFC).

In addition to inspection of contractor performance by the COR/ACOR, The Government will also perform inspections from W.P.t Hill Inspection Team, Western Pacific Food Management Team (WPFMT), Marine Corps Installation Pacific (MCIPAC) Technical Inspections, and Base Food Service, Hawaii Quality Assurance Evaluations (QAE). These inspections are performance based, and the Contractor shall comply. Defects or discrepancies will be reported to the COR/ACOR in writing (24) hours after the inspection. A Government inspection checklist will be provided to the Contractor by the Government.

A description of corrective actions taken to correct the discrepancies is required in writing to the COR/ACOR within three days after inspection the inspection is conducted. If the mess hall receives a total score less than 85% the Contractor shall immediately notify the COR/ACOR verbally upon completion of the sanitation inspection.

4.4.4. Food-Borne Illnesses

In the event of an outbreak or possible outbreak of food-borne illness, the Government will conduct a thorough investigation of the cause of the outbreak. This will require unrestricted access to employees, mess halls, food storage areas, and equipment for the purpose of microbiological testing and screening in accordance with NAVMED P-5010-1 Tri-Service Food Code (TFSC).

The Contractor shall immediately notify the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness. When a food-borne illness is suspected, food shall not be discarded until directed by the local military medical authority.

The Contractor will not be reimbursed for costs or expenses incident to a food-borne illness, when the Government investigation of a food-borne illness, or suspected food-borne illness, where the illness is caused by the Contractor.

4.4.5. Pest Control

The Government will be responsible for the application of pesticides, if such treatments are deemed necessary. The Contractor shall provide the necessary management and labor resources required to safeguard mess hall personnel, mess hall patrons, and mess hall property from contamination that might result from the application of pesticides in the mess halls.

If insecticide fogging is deemed necessary by the Government, the Contractor shall comply with all local guidance that pertains to any pre-fogging and post-fogging actions required in accordance with NAVMED P-5010-1 Tri-Service Food Code (TSFC).

4.5. Consequences of Contractor's Failure to Perform Required Services

The Contractor shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or non-performed work. The Government reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

(a) Surveillance Methods: The Government may apply any surveillance method considered reliable to determine Contractor compliance. These include, but are not limited to, 100% inspection, random sampling, and planned sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions may be taken for all observed defects.

(b) Procedures: In case of unsatisfactory or non-performed work, the Government:

(1) May give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) May, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. Corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) Shall deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is

required to re-perform and satisfactorily completes the work. In addition, the government can assess liquidated damages as referenced above, in the amount of 20 percent of the value of all observed defects.

(4) May, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

(c) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(d) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.212-4, "(contract terms and conditions-commercial items)" of this contract and all other remedies for termination for cause as may be provided by law.

4.5.1. Estimating the Price of Non-Preformed or Unsatisfactory Work

Deductions may be taken for non-performed or unsatisfactory work. If the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimated methods may be used. Other estimating sources may be utilized to estimate the cost of non-performed work or the costs, which would be incurred in remedying unsatisfactory work. The Government may estimate the cost of using wage rates and fringe benefits included in the wage determinations or Collective Bargaining Agreement (CBA), which are included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the nonperformance or unsatisfactory performance, may also apply.

5. Marine Corps Food Information Management Information System (MCFMIS)

The Contractor shall provide sufficient personnel to support the Marine Corps Food Management Information Program. The Government will provide subsistence for authorized DOD members to subsist.

The Contractor shall manage and analyze all transactions on daily reports generated by MCFMIS, in the daily folders and is responsible for generating the Quarterly and Fiscal Subsistence Operational Analysis Report (SOAR). The SOAR report consists of all financial activities within the quarter, memorandum of meal authorized by man-days, monthly man-day fed report, cash collection receipt balance, computation of basic daily food allowance, financial statement report.
The Contractor shall complete filing of all transaction reports generated from MCFMIS and STORES web. The Contractor shall monitor all DLA Installation Support at Philadelphia price changes, and additional and subtractions of subsistence items to catalog, and inform the mess hall manager of all changes.

The Contractor shall serves as an assistant to the Mess Hall Manager. The work consists of a series of procedural and substantive steps which vary in nature and sequence. The contractor serves as central source of information concerning clerical functions assigned. Works includes the containing opportunity and development for independent thinking, without precedents or guides in the planning and development of procedures and work methods. The work required a good knowledge of the organization's program and operations as well as a thorough knowledge of regulations and directives governing the administrative phases of the function to which assigned.

The Contractor shall preform clerical and administrative work in support of the food service facilities daily operations. The Contractor shall prepare letters, reports, and other administrative documents for the Mess Hall manager's review, signature and forwarding to higher headquarters.

The Contractor shall manage all office files. The Contractor shall use all other programs within the database software or prescribed by the Government. The Contractor shall mange the production of all meals using menu-planning programs.

The Contractor is responsible for ordering all subsistence items for use in the food service facilities in accordance with the Marine Corps Base Hawaii Master Menu. The Contractor shall analyzes all inventory and usage data to properly order subsistence items within authorized quarterly budget, set by the Government.

The Contractor shall maintain accountably of all subsistence items by conducting a weekly inventory.

5.1. Food Service Storage and Warehouse
The Contractor shall provide sufficient personnel to support all area of Food Service Storage and Warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and required paperwork documentation.

The Contractor is responsible for ordering all items for use in the food service facilities.
Equipment and Property duties involve delivery, pickup, and issue of food service equipment, property, and supplies. The Contractor shall ensure applicable documentation and paperwork is correct and complete. Maintain property warehouse in accordance with standard supply procedures, maintain cleanliness of facility, and conduct monthly physical inventory of stock items.

Food Service Storage/Subsistence duties involve delivery, pickup, issue, inventory, and staging of individual subsistence items. Ensure accurate rotation of stock, accountability, sanitation, and applicable documentation are established and maintained.

The Contractor shall operate all light automotive vehicles 4-ton capacity. The Contractor shall preform all operator's maintenance, maintain cleanliness of vehicle, and adhere to all applicable Motor Transport regulations while performing functions. Such as maintaining an accurate Motor Transportation Operator (MTO) trip ticket, operator service record, and in case of accident; fill out and complete driver's accident reports. The Contractor shall meet appropriate vehicle licensing requirements in performance of duties.

5.1.1 Storage
Containers of food, (except pre-mixed beverage containers) shall not be stored on dunnage or shelves less than (6) inches above the deck or under exposed/ unprotected sewer or water lines (except for automatic fire sprinkler heads). Carbon dioxide containers shall be individually securely fasted during storage. Cleaning supplies, insecticides, and other like items shall not be kept in food preparation or food storage areas.

The Contractor shall issue, inventory, and maintain stock levels of required supplies in performance of this contract. The Government will provide a list of the required supplies that will be stocked (example: paper products, foil, plastics, trash bags, minor property, etc.) Upon request, the government will provide all required supplies in accordance with current orders and regulations.

5.1.2. Subsistence Handling
The Contractor shall receipt for all prime vendor delivered items and visually inspect 100% of items received for deterioration or damaged and physically check temperatures on all refrigerated and frozen foods for compliance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor will inform the Government when receiving personnel reject items that appear damage or not delivered at the proper temperature as specified in the TSFC. The Contractor shall use the First in first out (FIFO) method; this method is outlined in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall provide a daily inventory on all subsistence items in the food service facilities, while maintaining an issue control log book.

5.2. Cashier/Meal Verification Supervisor Services
The Contractor is responsible for collecting funds generated from the sale of meals in the food service facilities and relinquishing funds to the Government as prescribed herein. The Contractor shall provide sufficient cashiers and alternate for recording and accounting for customers entering each mess hall and plating food consumption. All cashiers and alternates shall be appointed in writing by the Contractor Project Manager along with a DD form 577 on file, and must be in possession of a valid Common Access card (CAC). When it is necessary to appoint a new

cashier, the COR/ACOR shall be notified in writing by the Contractor Project Manager no later than (3) days prior to the new appointment occurring. The Point of Sale (POS) is the primary method, while the Cash Meal Payment Sheet NAVMC Form 10298 will be used as the alternate. This are the only authorized methods to collect, identify, and account for customers who pay cash for their meals. The POS and Cash Meal Verification Record, are the only authorized methods for identifying and accounting for personnel authorized to subsist at government expense, and those personnel in a cross service or payroll deduction status.

There are a total of (5) Point of Sale systems, (3) are located at each serving line at Anderson Hall, (1) is located in the back office of Anderson Hall, Bldg. 1089, but can be moved to the serving line during known times of increased patrons, and (1) is located at the Flight-Line, bldg. 144. A minimum of (5) cashiers with a valid appointment letter and CAC will be available during all meal periods in order to log-on to the POS system and to perform services/functions associated with cash collection and accounting for personnel fed.
The Contractor is responsible for providing credit card machines, a minimum at one per each food service facility. These machines will need to be in compliance with MCBH rules and regulations.
The Contractor shall maintain a steady flow of patrons through the POS to correspond with all serving line flow rates. The Cash Collection agent will provide special instructions as different occasion are presented.
The Contractor shall ensure all checks received from customers for payment of meals (group/block signature only) shall be made out the "U.S. Treasury".

When Cash Meal Payment Sheet (NAVMAC Form 10298) is used, the contractor will ensure that the form is filled out correctly; making sure all information is recorded and entered in the correct block. The Contractor is responsible for accurate total number of personnel in the group plus applicable food cost/surcharge is shown in the signature column and the extended price is shown in the food cost column of the NAVMC Form 10298. For block signature, the person in charge of the group will make (1) line entry on the NAVMAC Form 10298 and cashier will ensure to attach supporting documentation/roster. The Contractor shall ensure the authorization, stating total number of person in group and length of time the group is authorized to purchase meals, is attached to both the original and retained copy (green) of the NAVMC Form 10298 at the Food Service Facilities.

The Contractor shall check/verify all customer authorization letters, CAC, or military Identification in the performance of collecting cash and accounting for meals provided to authorized customers.
The cashier will turn over all mess hall funds collected with the supporting cash meal payment sheets/supporting documentation to the designated/appointed Mess Hall Cash Collection Agent at least once each working day, or whenever the collections exceed the limit as determined by the installation commander, or prior to leaving the Food Service Facility. Cahier's monetary limits must be in writing and cannot exceed the limitation established by the Installation Commander. The monetary limits will be provided by the Government.

The Government will audit all Contractor meal counts a minimum of once each calendar month. The Government Quality Assurance Evaluators (QAE) will verify meal counts documented by the Contractor on the Cash Meal Payment sheets, Meal Verification Records, MCFMIS and the Contractors billing invoices to the Government.

6. Provide Meals in a Timely Fashion
The Contractor shall manage the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered. The expectation should be that a patron would willingly wait for an advertised cook-to-order product that delivers a quality outcome, but would not expect to wait for main-line menu options that are prepared in progressive environments designed for speed of service.

6.1. Food Preparation and Serving Requirements
The Contractor shall be responsible for providing sufficient personnel to prepare products, service, and support: Main line(s), Specialty line, Snack line, Flight line, and carry-out meals from the guidance of the Marine Corps Base Hawaii Master Menu. The Contractor shall provide sufficient personnel to support, prepare and serve meals in accordance with the Meal Requirements and Serving Hours provided in the PWS, with or without the assistance of Military Cooks.

Contract personnel shall obtain food from the Chief Cook/Store Room for each meal and accomplish all work as required by the Pro-Guide and Pre-Prep. All checkouts that require processing by the contractor will be issued from

the storeroom not more the (18) hours in advance of the required time for use. Excess items shall be returned to the storeroom after each meal. All Food preparation will be in accordance with MCO P10110.14M and MCO P10110.42B. Only the Mess Hall Manager is authorized to change the menu.

6.1.2. Serving Lines

The Contractor shall service, maintain, and clean the all serving lines, and the patron self-service areas. The Contractor is responsible for proving serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. The Contractor shall use separate utensils for each food item served. When not in use the utensils will be stored clean, dry, and protected from contamination.

The Contractor shall move full serving containers to serving lines and remove empty containers. The Contractor shall maintain proper temperatures on the serving lines per NAVMED P5010-1 Tri-Service Food Code (TSFC). Set up and closing of serving lines will be in accordance with Food Service Production Log, additional breakdown of serving lines will not occur earlier than (15) minutes after the end of the meal period. All food not discarded from hot serving lines shall be placed in hot boxes or designated areas. Cleaning of serving lines shall be completed within (60) minutes after the lines are broken down.

The Contractor shall relish serving lines as necessary to ensure availability of food items to patrons through the meal period. Food Items will not be poured or exchanged between containers on serving lines. Like food items will be replenished by exchanging filled for empty containers. The Contractor shall report any shortages of items on any serving line to the Government prior to depletion.

The Contractor will re-supply food in holding or storage areas such as hot or cold boxes so contractor personnel can replenish the serving lines. The Contractor is responsible for having replacement items readily available.

Cleanup of serving lines includes glass, Plexiglas guards and covers. The Contractor shall clean spills on the serving lines as they occur. The Contractor shall drain all water from hot serving lines and remove ice from cold serving line. Cleaning of the interior and exterior of serving lines shall be done after each meal. All rust and scales shall be removed daily.

6.1.3. Garnish

The Contractor shall prepare relish and garish items according to standard recipes. All serving lines will be properly garnished for all meal periods. The Contractor may provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.

The Contractor will cut, garnish and place pastries and desserts on the serving line(s). The Contractor shall replenish the pasty and dessert items as needed throughout the meal period(s).

6.1.4. Self Service

The Contractor shall service, maintain, and clean the patron self-service areas.

All spills, food debris, or liquids shall be cleaned up within (5) minutes of occurrence.
The Contractor shall clean toasters and microwaves after each meal by removing food particles, spots, fingerprints, smudges, grease, and other foreign matter. The toasters shall be cleaned inside and out after every meal.

6.1.5. Salad Bar Menu

The Contractor shall process fresh fruits and vegetables. Processing includes washing in potable water; sorting; culling and trimming of damaged inedible portions from fresh fruits and vegetables. Processed waste from each like item may be weighted by Government personnel. After weighting, contractor personnel shall discard all waste in accordance with disposal instructions. Fresh fruits and vegetables shall be prepared not more than (18) hours prior to use. Prepared vegetables shall be placed in storage containers, labeled, dated and refrigerated.

6.1.6. Fitness Menu
The Contractor shall provide a self-service as prescribed in the Fueled to Fight (F2F) program and Marine Corps Base Hawaii Master Menu. The fitness bar items may be integrated with salad bar items if sufficient space is not available to display the fitness bar items separately.

The Contractor shall provide the Fitness Menu at (1) Anderson Hall Bldg. 1089, and (2) Flight Line bldg. 144.

6.1.7. Beverage Service
The Contractor shall service beverages dispensers so that all required beverages will be available throughout scheduled serving hours. The Contractor shall monitor beverages and dispensing equipment during serving periods, and ensure beverage dispensers are operational before each meal period.

The Contractor shall service milk dispensers so that a choice of white and chocolate milk will be made available throughout scheduled serving hours. The Milk dispensing machine shall be maintained within a temperature in accordance with the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall trim milk-dispensing tubes 1/4-inch from the splash face of the handle to the tip with protective plastic film removed and at a 45-degree angle when the container is placed into use. Bulk milk dispensers shall be deforested and cleaned when frost accumulation id 3/8 inch or more.

The Contractor shall ensure atomic coffee dispensers are ready for patron service not than 15 minutes prior to meal periods. Dispensers will be replenished with coffee as required.

The Contractor shall clean all beverage dispensers inside and out to include the gaskets, seals, couplings, and other parts daily and/or per the manufactures' directions. The seals may require soaking.

6.1.7.1. Ice Distribution
The Contractor shall provide ice manually from the ice dispenser located elsewhere for patrons when ice-dispensing equipment is not operational on the serving lines.

The Contractor is required to clean preform maintain Maintenance and Clean Ice Dispensers per the NAVMED P5010-1 Tri-Service Food Code (TSFC). The Contractor shall remove all ice from the storage compartments and clean the interior of all ice making machines not less than weekly. Exterior surfaces of ice making machines shall be wiped clean to remove hand and fingerprints, dirt, dust, and water spots.

The Contractor shall thoroughly clean the exterior and drain trays of ice dispensers after each meal period. The interior and exterior of ice dispensers will be emptied and cleaned.

6.1.7.2. Condiments
The Contractor shall provide condiments for each meal in accordance with menu requirements listed in the Marine Corps Base Hawaii Master Menu. Sugar and sugar substitutes shall be available in individual packages or in pour-type dispensers.

Condiments containers must be cleaned after each meal, to include wiping down of the bottles and cleaning the bottle caps. The Contractor shall empty, wash, rinse, and dry all condiment containers every Friday. Containers shall remain empty to air dry and be refilled prior to Saturday morning Breakfast meal.

The Contractor shall ensure that salt, paper and sugar condiments and napkins are available to all customers without waiting. Exterior of salt, paper, sugar, and napkin dispenser shall be cleaned after each meal and refilled, or during the meal as required.

6.1.8. Pastry and Dessert Service
The Contractor shall prepare rolls, muffins, eclairs, pies, cakes, and other pastries including icing and frosting according to established recipes. The baked goods shall be freshly baked for each meal. The Contractor shall cut Pastries or desserts into portions (serving service) according to the production worksheet.

The Contractor shall garnish individual pastry and dessert with garnishes. The Contractor shall transport dessert and pasty items to serving lines or display cabinets and relish as required throughout the meal periods.
The Contractor shall place assorted bread, waffles and English muffins on serving lines as directed by the Marine Corps Base Hawaii Master Menu during all meal periods.

The Contractor will replenish all breads as necessary to ensure availability to patrons throughout the meal period. The Contractor will fill and relish Pastry, Dessert and Bread serving lines in compliance with the MCBH Master Menu.

6.1.9. Ice Cream Service
The Contractor shall have ice cream available throughout the serving period. The Contractor shall monitor ice cream and reach in freezers to ensure individual ice cream is available throughout the serving period.

When soft-serve ice cream is available; The Contractor shall set up and service all ice cream toppings to ensure these are available throughout the meal period.

The Contractor shall service all self-service ice cream bars.

The Contractor shall clean ice cream dispensers inside and out to include the gaskets, seals, coupling and other parts as necessary daily and/or per the manufacturer's directions. The seals may require soaking.

7. Provide Meals in a Clean and Pleasant Establishment
General cleaning shall not interfere nor disrupt normal patron service during scheduled meal periods.
The Contractor shall provide a clean table and chair during each scheduled meal-serving period to each patron without waiting. Patrons will perform self-bussing of tables; however; the Contractor will clean the tables, chairs, and partitions with a solution of hot, soapy water, and rinsed clean after each meal and as needed during the meal periods to ensure there is no visible dirt, dust, grease, food particles, or any foreign matter.

The Contractor shall provide a steady re-supply of dishes, utensils, condiments and supplies to all serving areas. Essential cleaning may be accomplished in dining areas while patrons are eating. The contractor shall cleanup those areas affect customer service to include appearance of the dining hall.

7.1. Material Handling
The Contractor shall assist the Government by complying with the base-recycling program. This may require segregating reusable/recyclable waste material by type. The government shall retain ownership of all reusable waste materials. Non-reusable waste materials (trash and garbage) will be removed from the facility by a government-approved method.

All refuse/trash and garbage accumulated during food preparation must be removed to a government-designated location after every meal and closing of the facility.

The Contractor shall not discard grease, oils, or fats used for cooking into dumpsters. The Contractor shall maintain these items in covered containers provided by the Government. The Contractor shall store grease containers in a designated area. Grease cans shall not be filled to more than (12) inches from the top.

The Contractor shall thoroughly clean garbage containers and covers with hot water and detergent daily. Technical guidance will be provided by the COR/ACOR.

The Contractor shall police the dumpster area including the grounds and access routes on a daily basis to maintain the area free of trash, littler, and debris.

The Government will be responsible for disposal.

7.2. Cleaning and Housekeeping

The Contractor shall comply with the standards outlined in NAVMED P-5010-1 Tri-Service Food Code (TSFC) for food preparation and storage areas, and all other operational areas. The Cleaning, housekeeping, and amenities plan shall be submitted in writing and must be approved by the Contracting Officer within 14 days before the contract start date.

The Contractors Cleaning, Housekeeping, and Amenities Plan shall address at a minimum for Before, During, and After meal periods for the following: equipment; floors; outside and adjacent areas, includes any area within approximately 50 feet of the food service facilities. Proper execution of this plan shall ensure mess halls and mess decks are maintained to support the patrons clean and pleasant dining experience.

The Contractor shall ensure that a pleasant environment is maintained and is consistent with that found in a first class dining establishment and is reflective of the units pride and Esprit-De-Corps.

Amenities may be considered holiday themes and decorations; menu boards or displays; tables signage; and/or branding concepts; all amenities provided shall be at the Contractors expense.

7.3. Exterior Cleaning

The Contractor shall sweep and clean in and around entrances, exists and sidewalks, after every meal, to maintain a neat and clean facility appearance at all times. Cleaning includes removing all paper, trash, and cigarette butts from the area. All entrances, exists, storm drains, and sidewalks leading to and from the food service facilities must be free of any foreign debris prior to and throughout each meal period. The Contractor shall empty, clean and reposition all cigarette ash receptacles (butt cans) as required.

The Contractor shall sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. The contractor shall hose down and scrub the pavement areas in front, alongside and in rear of the food service facilities once per day. The dumpster pad area and loading dock will be scrubbed with hot soapy water and rinsed with water once per day. The fly-fans will be dusted and cleaned at a minimum of once per week, to prevent buildout of dust and dirt. Loading dock shall not be used to store garbage, refuse, empty jars, cans or equipment.

The Contractor shall clean all windows and screens so that they are free of dirt, water spots, steaks, smudges, and foreign matter at least once a week. This shall include the louvers and screens in the food service preparations areas. Windows and screen shall be cleaned inside and out to include frames. The Government shall provide a ladder to accomplish this work. This work shall require the contractor to go above 10ft off the ground.

The Contractor shall remove, clean and return all garbage and trashcans from area in the food service facilities during the day's operation, to prevent accumulation of empty boxes, cans, trash, or garbage within the Mess Hall.

Additional maintenance, weather, traffic or other conditions may demand addition cleaning or maintenance by the Contractor to keep grounds clean or provide safe access to the facilities.

7.3.1. Exterior Ground Maintenance

The Contractor shall create a pleasant outdoor environment for the all Anderson Hall and the Flight Line Facility. The Contractor is responsible for the care, landscaping and grounds surrounding the food service facilities within (20) feet. The Contractor shall provide sufficient tools, and personnel in order to preform: planting flowers, mowing, pulling weeds, trimming shrubs//bushes, organizing exterior equipment, cleaning drains, and maintaining the outside of the food service facilities in a good state of police. The Contractor shall keep all ground mowed to no more than (3) inches tall. The Contractor shall water any additional plants as required. The Contractor shall rake, mulch, and prune the grounds as needed.

The Contractor shall clean the exterior of the building, monthly or as required due to weather, or debris. The Government will provide a pressure washer to help accomplish this work.

The Contractor is responsible for the cleaning and maintenance of picnic tables, and butt cans.

The government shall be responsible for replacement of picnic tables, and butt cans.

7.4. Interior Cleaning

The Contractor shall spot clean all walls, baseboards, windows, window ledges, doors, and door frames to remove all finger prints, smudges, stains, spills, splashes, and prevent accumulation of dust and dirt, at a minimum of once a week. Mold and mildew shall not be permitted to accumulate on any type surface in high moisture areas.

The Contractor shall dust trophies, sport memorabilia, and display cases weekly. Glass panes, inside and out, shall be cleaned daily to remove hand and fingerprints, smudges, dust and dirt.

The Contractor shall polish all metal surfaces that require polishing on a weekly basis to maintain a clean and bright state. A properly polished surface is free of streaks, tarnishes and polish residue and presents a uniformly bright appearance.

The Contractor shall clean and sanitize all restroom and locker rooms for the food service facilities. Restrooms and locker rooms shall be kept clean and policed of all debris after each meal period. The Contractor shall keep all paper towels, toilet paper, and hand soap dispensers supplied at all times. All dispensers shall be wiped clean when refiled. Spot-check restrooms during meal times to ensure tidiness and supplies are stocked. De-scale toilets and urinals once per week. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces.

7.4.1. Floor Cleaning

The Contractor shall preform spot cleaning during the meal periods. Spot clean floors to remove food spills and debris.

The Contractor shall clean floors so that no visible dirt or dust remains on floors, floor mat or runners, in corners, behind doors, or under furniture and equipment. So not place chairs on tables at any time except when floor waxing is required. Cleaning shall be done in such a manner that no excessive dust is raised. When cleaning floors with a wet solutions a safety "wet Sign" will be placed in all visible areas during cleaning and until floors are completely dry. The Government will provide "Wet Signs"

The Contractor shall remove all "scuff marks". Floors shall be cleaned in sections and at no time shall excessive amounts of water be used or allowed to accumulate during the cleaning process.

No wax is to be applied to ceramic tile, quarry tile, or concreate terrazzo floors. The Contractor shall buff or spray all dining area floors daily to maintain a high gloss finish. The Contractor shall follow the manufacturer’s instructions when apply wax. The Contractor shall preform floor waxing at least once a month, after normal operating hours. Generally, waxing is performed from 1900 hours until completion.

The Contractor shall remove all dirt and deposits of old wax using wax stripper. A stripping operation shall be considered completed when all traces of old wax have been removed. The floor is then cleaned, re-waxed and re-buffet. Floor stripping is required when wax build up causes floor discoloration, or any inconsistences to the surface of the floor due to old wax. Floor stripping will be performed upon request by the COR/ACOR within (72) hours notification. Floor stripping will be reimbursed utilizing the "additional services" form.

The Contractor shall clean the throats and covers of all floor drains and ensure that all drains remain unclogged at all times. Drain openings shall be covered with drain covers. Drain covers and drains shall be cleaned daily to remove dirt, scum, slime, mop strings, residue and other foreign matter after each meal period.

7.4.2. Dishwashing Service

The Contractor shall provide a minimum of (3) personnel per scullery for proper dishwashing operations during and after each meal periods. The Contractor shall clean interior and exterior surfaces of dishware dispensers, try racks and carts at the end of each meal period. The requirement includes carts used to transport dirty dishes to dishwashing areas. The Contractor shall sort all dishware and utensils according to size and shape prior to racking.

Separate racks shall be used for articles of different types, e.g., cups, plates, bowls, and glasses. The Contractor shall return all dishes and dinnerware to their respective storage areas after each meal. Clean dishware, trays and flatware shall be free of all visible signs of food, food residue, grease, soap film or other foreign matter.

The Contractor shall immediately notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained. In the event of a mechanical failure during the meal service, the Contractor shall notify the COR/ACOR and Mess Hall Manger who will determine how feeding requirements will be met for the remainder of the meal period. The Contractor may perform dish washing by hand. When the dishwashers are inoperable, the Contractor may use Government furnished plastic ware, paper plates, cups as a laborsaving means and to meet sanitary requirements until automatic dishwashing equipment can be restored. In the event that adequate amounts of potable hot water cannot be obtained or a mechanical shut down occurs preventing automatic dishwashing procedures, the Contractor shall perform manual dishwashing following procedures in accordance with NAVMED P5010-1 Tri-Service Food Code (TSFC).

The Contractor shall scrape and pre-flush dishware, cookware, and utensils before placing in dishwashing machines. At no time shall any patron be required to remove trash or scrape garbage or trash from their tray, dishware, or utensils.

In the event that adequate and suitable amounts of hot water cannot be obtained to accomplish automatic or manual cleaning, the Contractor shall immerse for a minimum of (1) minute in a chlorine solutions all trays, dishes, glasses, flatware and utensils which have been washed and rinsed free of detergent as specified in the current edition of the NAVMED P5010-1 Tri-Service Food Code (TSFC). The solution shall be provided by the Government and prepared by the Contractor.

Upon advance notification or due to a sudden increase in patrons, the Contractor shall use both dishwashing areas. Such examples of this would be during special meals where numbers are expected to exceed 2,000 in a single meal period or when it is deemed necessary to increase the return flow of dishware to the patron service.

7.4.3. Pot/Pan Washing

The Contractor shall drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals after each meal and prior to closing for the day. Dishwashing machines shall have sustains, spray arms, trays, and other removable parts removed, cleaned, and air-dried. The removable parts and the interior surfaces shall be free of grease, smudges, food particles and other foreign matter. Exterior surfaces shall be wiped clean after each meal. Lime and scale deposits shall be removed weekly. The Contractor shall clean all types of utensils after each meal if Manual Pot Washing has to be used, due to power/hot water outage.

The Contractor shall complete the entire dishwashing operations no later than (90) minutes after the conclusion of each scheduled meal period and prior to closing the mess hall for the day's operation. All dishwashing machines will be assembled and capable of immediate operation regardless of the number of meals fed or projected headcount. The Contractor personnel loading dirty items in the dishwashing machine shall not be the same person unloading clean items from the machine.

The Contractor shall clean and sanitize cooking and serving equipment, pot, pans, and equipment used to transport food to other feeding locations after each use, this includes items generated by the Night Cooks (if used). The Contractor is responsible for cleaning oven and conveyor toasters racks twice per week, when the patron flow is lowest. Pots, pans, and utensils shall be transported to designated storage areas upon cleaning. Items shall not accumulate throughout meal preparation or serving periods.

The Contractor shall clean the pan washing room or area, to include racks and shelving, after each meal, and prior to the next scheduled meal prior to closing the mess hall for the day. Cleaning of pots, pans, etc. shall be accomplished as specified in the NAVMED P5010-1 Tri-Service Food Code (TSFC).

7.4.4. Equipment Cleaning

Properly cleaned equipment shall be free of all food spills, dirt, mildew, rust, grease, and other foreign matter. The Contractor shall thoroughly clean food serving equipment, tables, and work area immediately after use.

The Contractor shall clean all beverage and food dispensing equipment including but not limited to; shelves and stands, dish dispensers, flatware dispensers, dish racks, ice dispensers, milk machines, coffee machines, ice cream machines, soda machines, pastry display cases, and water fountains after each meal. Nozzles and other removable parts and drains shall be disassembled, cleaned, and replaced. Contractor shall ensure that all gaskets on, but not limited to, ice making machines, refrigerators, freezers, ice cream cabinets and pass through boxes, are cleaned using a bleach solution to remove and retard growth and accumulation of mold and mildew.

The Contractor shall clean the interior of ventilating hoods, located over the grills on serving lines, after each use. A properly cleaned hood shall be free of grease, dirt, dust, foreign matter, streaks, and finger prints. The Contractor shall remove and thoroughly clean all removable grease filters weekly. After washing the filters shall be dried and replaced.

The Contractor shall clean "pass through" and other types of food holding spaces (hot and cold boxes), inside and outside after each meal. This requirement includes the racks and shelving used for food storage in the box or space. The Contractor shall thoroughly clean all "walk-in" refrigerators, and freezers, interiors and exteriors daily, with spot cleaning required as necessary. Cleaning includes scrubbing of walls, floors, shelves, and storage racks. The Contractor shall be responsible for removing then returning the food items to their original position after cleaning. The Contractor shall operate and clean the vegetable peeling machines.

7.4.5. Furniture

The Contractor shall physically move dining room furniture for meetings groups, and regularly scheduled cleaning. After event the Contractor shall return furniture to its original location or as requested by the COR/ACOR. The frequencies of these functions vary each month. The Contractor will be notified by the COR/ACOR (24) hours prior to the contractor being required to rearrange the furniture.

8. Food Preparation and Serving Equipment (FPSE)

The Government will provide limited workshop spaces for the FPSE services under this contract. Additionally, once approved by the COR/ACOR, the Government will absorb the cost of repairs and services provided by a third party due to the Contractor not possessing the resident technical expertise to repair and maintain FPSE.

8.1 Sustainment of Government Furnished Property

The government will provide without cost to the Contractor, the facilities, fixtures, equipment, supplies, and services as specified in the contract. Government property described in this section shall be used only in the performance of this contract. The Government will furnish the facilities and equipment for use by the Contractor in performing the requirements of this contract.

8.1.2. Government Furnished Property

Prior to contract start date, the contractor and the COR shall conduct a joint inventory of mess halls facilities to be used by the contractor to determine facility condition and note any discrepancies. The Government will make available the facilities. No alterations to the facilities shall be made without specific written permission from the Contracting Officer. The Contractor shall return the facilities to the Government in the same condition as received. Fair wear and tear and approved modifications accepted. Any damages after the contract start-up date that are not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor. Upon contract completion, extension, or termination, a joint inventory shall again be conducted by the Contractor and the COR. Any losses/damages identified by this inventory, determined to be beyond normal wear and tear, shall be reimbursed to the Government by the Contractor.

8.1.3. Government Furnished Equipment

The Government will furnish the equipment listed as Government Furnished Property, in an “as is” condition. The Government may replace equipment when it is no longer useable for its intended purpose. The Food Service Officer will provide disposition instructions for items beyond repair. The Government may install new equipment at any time during the period of the contract.

The Contractor and a Government Representative shall conduct a joint inventory for all Government furnished equipment at the start of the contract. The Contractor shall provide a receipt to the Government for all such

equipment. If the Contractor does not participate in the inventory, the Contractor must accept the stated condition of equipment provided by the Government. The Contractor and the Government Representative shall jointly determine the quantities and condition codes of all items and equipment. Upon completion of the initial inventory, the Contractor shall receipt for the quantities verified on the inventory listings. Any losses/damage after contract the start-up date, not determined to be normal wear and tear, shall be reimbursed to the Government by the contractor.

8.1.4. Government Furnished Supplies

The Government will provide all materials and supplies. At the end of the contract period or extension of the contract, the Contractor and a Government Representative will conduct a joint inventory within 48 hours of contract expiration/termination. The Contractor shall reimburse the Government for any losses for unserviceable expendable equipment and supplies below 100 percent with an established allowance of 10%. The current replacement value of these items shall be determined by the COR.

The Contractor shall maintain adequate Government Furnished Supplies on hand in the mess hall at all times. Supplies are adequate when they are available in the mess hall in sufficient quantity to perform work requirements. The project manager shall notify the COR when adequate Government Furnished Supplies are not available in the mess hall to complete satisfactory services.

Tablecloths. The Government may furnish tablecloths daily and for special occasions. Tablecloths shall be placed on the tables and removed by Contractor personnel as designated by the COR or Mess Manager. The Contractor will provide all laundering service for tablecloths.

8.2. Additional or Replacement Equipment

The Contractor shall submit requests for additional or replacement equipment/supplies to the COR. Only equipment determined by the COR to be necessary in the performance of the contract shall be provided by the Government. The Contractor may use other equipment at the Contractor's own expense.

The Contractor shall be responsible for maintaining property records IAW the Government Property Clause of this Contract.

The Contractor may, with written permission of the COR, install equipment, time clocks, fixtures, and furnishings in Government facilities. These items shall be marked to identify Contractor ownership, be readily removable, and the installation, maintenance, and removal costs, to include the cost to return the facility to its original condition, shall be borne by the Contractor.

The Contractor shall establish and maintain a system in accordance with the Government-Furnished Property clauses in the contract, to control, protect, preserve, and maintain all GFP in mess halls. The property control system shall be submitted in writing and must be approved by the Contracting Officer within 14 days after the contract start date.

The Contractor shall prepare and submit to the COR requests to adjust equipment records when changes to Government equipment occur, such as losses or replacement. The Contractor shall report the loss, damage or destruction of Government property verbally to the COR upon occurrence and follow-up notification in writing within 5 days. Loss, damage and destruction of Government property or equipment due to negligence of contractor employees shall be reimbursed to the Government from the Contractor.

Monthly Minor Property Inventory. Not later than five (5) days before the end of each month, the Contractor shall receive a Monthly Minor Property Inventory form from the local Food Service Officer. Contractors shall set-up and display all minor property items in a central location to permit a joint inventory with government personnel. Time and location is to be coordinated with COR/ACOR.

The Government and Contractor shall conduct a joint minor property inventory on the last day of each calendar month using the Minor Property Inventory. The Contractor shall submit the original copy to the local Food Service Officer within five (5) working days following the last day of each calendar month.

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

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

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

8.3. Warranted Items

Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Contracting Officer and/or Base Food Service Officer. All defects in marginal workmanship, defective parts, or improper installations and adjustments found by the Contractor shall be reported to the Contracting Officer and/or Installation Food Service Officer so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties.

8.4. Shut Downs and Service Calls

Prior approval shall be obtained from the COR/ACOR, except in emergencies, for work requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment. All such requests must be submitted at least 72 hours in advance. In cases where shutdown is necessary, the Contractor shall coordinate the shutdown with the COR/ACOR or other designated representative in the Food Service Facilities.

In the unusual event that service calls are required after normal working hours, labor hours will be billed via the "Request/Confirmation of Additional Services" form and forwarded to the COR/ACOR for approval. The limitations of this paragraph do not apply to repairs required to correct damage caused by the Contractor.

The Contractor shall perform service call work as necessary to determine the cause of system and equipment malfunctions, eliminate the cause (s), and restore the system or equipment to satisfactory working condition.

Service Call Response Times. The government or alternate representative will determine the classification and response time required for service call repairs.

If the Contractor and the Government points of contact determine that the equipment is beyond economic repair, the Government will enact a replacement plan.

8.5. Maintenance and Repair

The Contractor shall perform required (minor and major) maintenance in accordance with manufacturers operating and instruction manuals instructions listed on all equipment under this contract as further described below. The contractor shall schedule and perform required equipment maintenance between meal periods to minimize customer impact. The contractor shall provide all materials and supplies necessary to perform required maintenance.

Minor maintenance includes cleaning, adjusting, and lubricating equipment as well as, tightening nuts, bolts, and screws and other operator maintenance generally recommended by equipment manufacturers. This also includes calibration of scales, ovens, grills, and deep fat fryers.

Provide major maintenance on food service and preparation equipment of all Government-furnished equipment listed on the current Sterilized Government Furnished report and replacement of component parts.

The Contractor shall maintain and repair all walk-in and reach-in type refrigerator units in all mess hall as outlined below: Interior walk-in (built in) refrigeration units are considered Class 2 property by the Government and are considered part of the facility. Therefore, the Contractor shall only maintain and repair walk-in unit handles, door closures (hydraulic or otherwise), hasps, and hinges. The remaining portion of these units will be maintained by the Government.

The Contractor shall maintain and repair the entire box to include compressors. The Contractor shall abide by EPA Ozone Depleting Substance (ODS) regulations when servicing these units.

The Contractor shall maintain and repair all reach-in type refrigeration units in the mess hall(s). These units could include salad room and galley reach-ins, fast food/carry-out reach-ins, chest-type ice cream cabinets, etc. This repair may require servicing of compressors and other components containing Ozone Depleting Substance (ODS). The Contractor shall abide by EPA regulations when servicing these units.

Connect and disconnect all utility lines to the FPSE equipment at the source point when required and shall provide maintenance for the utility line connection, when applicable. The contractor shall not perform maintenance on the facility itself but refer any problems to the COR/ACOR. The Contractor shall identify all food preparation and serving equipment replacement parts, to be ordered by the government.

During the term of the contract, the Government may replace, renovate, or improve equipment, systems, and components at the government's expense and by means not associated with this contract. All replaced, improved, updated, modernized or renovated equipment, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. This excludes equipment that is added into the contract in accordance with new equipment line items. In these line items, a list of new equipment that requires service will be provided to the Contractor 90 days in advance and a price for the adding of this equipment will be negotiated by the Government and the Contractor.

The Contractor may, with written permission of Base Facilities install Contractor equipment, fixtures and furnishings in Government facilities. These items shall be marked to identify Contractor ownership. These items shall be readily removable if necessary. The installation, maintenance and removal costs, to include the cost to return the facility to its original condition, if necessary, shall be borne solely by the Contractor. The Government reserves the right to review drawings, plans, installations and/or modifications.

The Government will request input from the Contractor and/or contract Mess Managers relative to food serving and preparation equipment for budgeting purposes. This is primarily an administrative function necessary to ensure that all food service facilities have the proper amount and type of equipment on-hand to conduct efficient food service operations. The input requested by the Government may require verbal or hand written lists and input. Generally, the minimum is once per calendar year and a maximum of four (4) times per year.

8.5.1. Maintenance and Repair Contractor Responsibilities

The Contractor shall manage the total work effort associated with the maintenance, repair and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work be in accordance with sound and efficient management practices to provide maintenance, repair, and services for FPSE located at the Food Service Facilities.

The Contractor shall perform Preventive Maintenance Inspections and Services (PMIS) under this contract on the equipment and in accordance with the procedures specified herein. Work shall consist primarily of inspection, cleaning, lubrication, adjustment, testing, calibration, and minor/major part and component replacement as required to minimize malfunction, breakdown and deterioration of equipment; and the identification and performance of any repair required to bring the equipment up to the manufacturers operating standards. PMIS for FPSE located for the Food Service Facilities shall be performed, and documented no less than one time monthly.

If equipment fails at anytime, the contractor is required to perform emergency maintenance and repair on the equipment to restore it to operating condition.

The Contractor shall provide all necessary services, parts and materials, and complete all repair requirements identified during the performance of a PMIS or when equipment fails.

If the cost of repair parts for a single repair exceeds $500, the Government will procure the repair part(s) and provide it to the contractor to complete the repair. This limit applies to each PMIS for each equipment system.

Excessive or repeated system breakdowns or deficiencies may be considered by the Government as an indication of unsatisfactory performance of PMIS by the Contractor. PMIS shall be performed monthly and shall, at a minimum, include all of the check points and services a specified by the manufacturer handbooks that will be located in the mess hall and maintained by Base Food Service.

The Contractor may, at its option and at no additional cost to the Government, increase the level and/or frequency of PMIS in an effort to minimize repair requirements. The Government shall provide the Contractor access to FPSE manufacturer's manuals and pamphlets.

8.5.2. Office Equipment

The Contractor shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. Computers are required, at a minimum, for the Project Manager, Production Chief, Maintenance and Repair, MCFMIS Operator, MCFMIS Clerk/Storeroom, and secretary. The computer will need to be able to meet current C-4 requirements with the capability of being added to MCEITS network.

The Contractor shall provide all necessary office and administrative supplies, such as pens, pencils, staplers, computer/printer paper, print cartridges, etc. for all contract food service facilities with the exception of Government forms.

The Contractor is responsible for all reproduction requirements necessary for the performance of this contract. The Contractor shall furnish all hand tools (e.g. hammers, pliers, wrenches, screw drivers and plumber's helpers) required for performance of self-help and Food Preparations and Serving Equipment maintenance and repair. This also includes grease and oil required for equipment preventive maintenance.

The Contractor shall perform minor repair of furniture items (tables, chairs, and partitions) including tightening of nuts, bolts, arms, and leveling labels and chairs. Furniture items requiring replacement shall be coordinated with the COR/ACOR as with Food Preparations and Service Equipment replacement.

The Contractor shall maintain stock levels of specific supplies required in performance of this contract. The Government will provide a list of required supplies that will be stocked. (For example, paper products, foil, plastics, trash bags, plastic-eating utensils, paper plates, paper cups etc.) Upon request, the government will provide all required supplies in accordance with the list of government furnished supplies.

The Contractor is totally responsible for proper security of Contractor supplies and belongings. The Government will not be responsible in any way for the Contractor's supplies, materials, personal equipment or belongings brought into Government buildings or on Government installation to perform repairs or services. This includes, but is not limited to loss and damages by fire, theft, hurricane, accident or other disaster.

The Contractor may with written permission of the COR/ACOR, install equipment, fixtures, and office furnishings providing these terms are marked to identify Contractor ownership and are readily removable. The installation, maintenance and removal costs are the sole responsibility of the Contractor. Upon removal of Contractor owned equipment, the Contractor must restore the affected portion(s) of the facility to its original condition. All cost for restoration will be expenses chargeable to the Contractor.

8.5.3. Maintenance and Repair Government Responsibilities

The Government will furnish required maintenance and repairs to all mess hall structures on Marine Corps Base Hawaii. When repairs or maintenance is needed for safe and efficient use of the mess hall, the contractor shall notify the Installation Food Service Officer or other command representatives.

Government Responsibilities under Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R). The Government will be responsible for the following work related to Food Preparation and Serving Equipment (FP&SE) Maintenance and Repair (M&R):

(1) Removing any equipment from the mess hall loading dock condemned or replaced by the Contractor.
(2) Electrical power into the mess hall to include panel board, circuit breakers or magnetic contacts.
(3) Sewer lines from floor and wall drains of the mess hall.
(4) All gas, water and steam lines up to the source point for each piece of equipment. (Note: Source points are typically located at the walls, floors, or ceilings except for LP gas. The source point for LP gas is the outlet side of the tank regulator valve.)
(5) Repair of interior walk-in refrigerators and freezers, interior and exterior box walls, walk-in ceilings and floors.
(6) Cleaning, maintenance and repair of exhaust duct systems through the exterior outlet and exhaust fan mechanisms. The Contractor shall assist the Government by making the mess hall available to the duct cleaning contractor routinely as scheduled by the COR/ACOR which is normally once per quarter.
(7) Alterations, repairs, and maintenance to the mess hall physical plant.

The Government will furnish the contractor, upon the start of performance, with equipment manufacturers operating manuals for equipment on-hand in each mess hall. If equipment manuals are not available, the Contractor may request literature from the Base Food Service Office.

8.5.4. Government Services
The Government shall perform maintenance and repair of the items listed above in paragraph 8.5.3.

When contractor personnel realize a repair to the Mess Hall is required, the COR/ACOR shall be notified.

Police and Fire Protection. The following emergency numbers shall be available for the Contractor use while performing work under this contract. Military Police: 808-257-2123 Fire Dept: 808-257-7110
The Government will provide fire prevention lectures and security briefings for contractor personnel as required. A security briefing of all off limit areas on base will be provided at contract start date and as required (approximately 1 hour per year/employee).

Medical Emergency. The Government will provide emergency medical care only and the following numbers are available for Contractor use: Branch Clinic: 808-257-3133 Ambulance Dispatch: 808-257-7116

Office Space. Office space and furniture to assist the Contractor administratively will be provided within the Mess Hall.

Change Lockers and Dressing Space. Dressing space with lockers will be provided by the Government at no cost to the Contractor, within the Mess Hall for storage of clothing and personal items. The Government will not provide locks or keys for lockers.

8.6. Other Supplies and Services
The Contractor will provide all laundering service for tablecloths, pot holders, napkins, and Food Service Uniforms upon termination, or job relocation of employees.

The Contractor shall instruct employees in energy conservation and ensure procedures implemented are practiced.

The Contractor shall use procedures that will reduce or eliminate food waste in accordance with MCO P10110.14M, MCO P1O110.34B, and the NAVMED P5010-1 Tri-Service Food Code TSFC.

8.6.1. Commercial Telephone Service
The Contractor may request off-base commercial telephone service by contacting the Base Telephone Officer. Off-base commercial service will be installed and maintained at the Contractor's expense. Class "C" (on-base use only) telephone lines will be provided by the Government. The Contractor may obtain at their expense, Class A commercial telephone service or any additional telephone service(s) required in the performance of this contract. The Contractor shall contact the Communication-Electronics Office, Building 505, Telephone Service Request Branch, 808-257-1492 to coordinate installation by a commercial company.

8.6.2. Personnel Protective Equipment
Contractor shall furnish all safety, and hearing protection for all hazardous areas (e.g., scullery, pot shack, and warehouse)

8.6.3. Uniforms
Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor’s name.

The Contractor shall provide employee uniforms, name tags, and special-type clothing as described herein. Contractor personnel shall wear contractor-furnished uniforms during the performance of their duties. The Contractor shall provide uniforms and other special clothing necessary for employees. The type and color of uniforms for contractor personnel shall be approved by the COR/ACOR prior to the contract start date. Uniforms shall be clean, unstained, well fitting, laundered and of good repair. Uniforms shall not contain commercial advertising except hats or nametags may contain the Contractor's name. Undergarments shall not be visible through the uniform.

Shoes shall be constructed so the cover the entire foot to meet safety requirements. Shoes shall be made of black leather with non-skid soles and constructed so they cover the entire foot to meet sanitation and safety requirements. Open-Toed shoes, sandals, heels higher than 2 inches, and sneakers or leather-type gym shoes shall not be worn. The Contractor shall furnish bimetallic thermometers for appropriate contractor employees (as defined by the Contractor) while performing services under this contract. Thermometers shall be accurate within +/- (3) degrees Fahrenheit. The Contractor is responsible for training employees in the proper use and calibration of the thermometers. The Contractor will use this thermometer at minimum.

All Contractor personnel shall wear nametags with the job tile and employee's last name. Identification on the tag shall be readily discernible from a distance of five feet.

Contractor personnel shall not wear jewelry to include earrings, visible body rings, bracelets, and chains. Exceptions will be a plan wedding band, and medical alert bracelets/necklaces.

8.6.3.1. Uniform Allowance
The Contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost to the employee; provided, however, that the contractor may require or permit employees to launder and maintain uniforms furnished by the contractor. If the uniforms furnished are made of wash and wear material, and may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing or commercial laundering in order to meet cleanliness or appearance standards, there is no requirement that employees be reimbursed for uniform maintenance costs.

9. Security
The Contractor shall comply with all current Marine Corps Base Hawaii security requirements.

Only citizens of the United States and Permanent Resident Aliens of the United States with a verified United States Permanent Resident Card (USCIS Form I-551) are eligible to perform work on this contract. All other Foreirn Nationals are not eligible to perform work on this contract.

Prior to employment, the Contractor must send proof of eligibility from E-Verify and a copy of Form I-551 to the Government COR for all Permanent Resident Aliens employed by Prime or Sub-Contractors.
A presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule required federal contractors to use E-Verify to electronically verify the employment eligibility of employees working under covered federal contracts. The order and the rule reinforce Federal government policy that the Federal government does business only with organizations that have a legal workforce.
The Contractor must provide an updated E-Verify report for all employees and the additional Form I-551 for all Permanent Resident Aliens of the United States with a verified United States Permanent Resident Card prior to any employee gaining access and beginning employment on MCBH. This is an annual requirement that shall be re-submitted to the COR 90 days prior to the end of each Period of Performance beginning December 1, 2018. Failure to meet this requirement that shows compliance of all employees being eligible for employment may impact the exercising of any subsequent option years. The prime contractor and any sub-contractors shall follow the instructions in the E-Verify Supplemental Guide for Federal Contractors.
Foreign Nationals from the following countries; Iran, Iraq, Syria, Sudan, Somalia, Libya and Yemen are automatically not permitted to be employed under this contract.

Once approved, Contractor's employees will be provided a base credential that will allow them unescorted access from the main gate of Marine Corps Base Hawaii to place of employment. If contractor's employees are found at any other location other than their place of employment, they will be prohibited from working aboard the installation. Contractor is responsible to notify their employees that they shall go directly from the main gate to their respective duty station, and that they are not permitted on MCBH installation outside of their respective working hours.
At any time, to include heightened Force Protection Conditions, natural or manmade disasters, and/or any other security concern: the Commanding Officer of Marine Corps Base Hawaii has the sole authority to change MCBH's current security requirements. These changes could impact the original PWS, and the contractor's immediate compliance will be required at no additional cost to the government.

Only U.S. Citizens are allowed access to government owned and operated computer systems and information and must go through additional background checks to receive a CAC card as described below.

At no time, are foreign nationals without green card status, allowed to work on this contract.

In all cases, each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54, Employment Eligibility Verification.

In all cases, each contractor employee shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

CAC Card Requirements

Work under this contract requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) which is obtained through MCB Hawaii's Trusted Agent Sponsorship System (TASS) upon completion of HSPD-12 credentialing.
Personnel Requiring a CAC Card:

Name	Position/Labor Category
TBD at time of award of contract	Project Manager
TBD at time of award of contract	(MCFMIS) Operator
TBD at time of award of contract	Production Chief
TBD at time of award of contract	Cashier(s)

TBD at time of award of contract	Maintenance Technician
TBD at time of award of contract	Administrative Clerk(s)

Prior to the commencement of work, the employee will complete required credentialing for CAC eligibility (two options):

1. Option One - Interim Credentialing Standard. To receive a CAC under this standard, the employee must have completed an FBI Fingerprint Check that returned favorable results, and have submitted a National Agency Check with Inquiries (NACI) to the Office of Personnel Management. This standard's process is facilitated by:

a. the MCB Hawaii Command Security Manager's Office, which will provide fingerprinting and NACI submission, and interim credentialing approval.

b. the MCB Hawaii-assigned agent in the Trusted Agent Sponsorship System (TASS) who will submit the appropriate application for a CAC in TASS;

c. the MCB Hawaii DEERS ID Center, who will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

An "UNFAVORABLE" adjudication of the contract employee's investigation will result in immediate termination.

2. Option Two - Single and Final Credentialing Standard. To receive a CAC under this standard, the MCB Hawaii Command Security Manager will review JPAS for appropriate, previously completed and favorably adjudicated investigation, and continuity in federal service. If the HSPD-12 standards are met, a CAC will be authorized by the assigned MCB Hawaii Trusted Agent, and issued through the MCB Hawaii DEERS ID Center who , in turn, will validate the employees identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

Personnel cannot be properly processed and provided system access on their reporting date without sufficient prior coordination between Contractor and the COR to insure credentialing standards are achieved.

Upon favorable determination of credentialing, and contingent upon successful completion of all DOD, DON, and MCBH-required briefs, IT Level III Access will be granted.

All contract personnel requiring a CAC card will in-process with the MCB Hawaii COR, Trusted Agent, and Information Assurance Manager upon arrival to the command and will out-process with the Trusted Agent prior to their departure.

All contract personnel authorized use-of the MCEN shall receive initial Information Assurance (IA) orientation as a condition of access, and thereafter must complete annual IA Awareness refresher training to maintain an active user account.

The Department of the Defense Central Adjudication Facility will provide notification of the completed investigation to the MCB Hawaii Command Security Manager for determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas and/or be provided access to Controlled Unclassified Information. Determinations are the sole prerogative of the MCB Hawaii Commanding Officer. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor shall within 10 days prior to start of the contract, submit to the COR/ACOR a list of employees by name who will be performing work on this contract. Employees hired after contract start date shall be reported immediately.

On the first working day of each month the Contractor shall submit to the COR/ACOR an updated and current roster of all Contractor personnel who perform work under this contract. The Contractor shall report immediately in writing any termination and cause for termination of an employee.

9.1 Accessing the Base

All Contractor personnel performing work under this contract who require access to Marine Corps Base (MCB) Hawaii, shall obtain personal entry and vehicle passes from the Provost Marshal Office (PMO), MCB Hawaii.

The Commanding Officer, MCB Hawaii, has broad authority to remove or exclude any person from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding Officer may refuse to grant personal entry passes or may bar Contractor employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass or barment of an employee does not relieve the Contractor of the responsibility to continue performance under this contract.

The Contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this contract.

Contractor personnel performing work under this contract shall be readily identifiable as an employee of the contractor through the use of uniforms with nametags. The Contracting Officer may approve alternate methods of ensuring contractor personnel are readily identifiable.

Contractor personnel and equipment entering a military installation are subject to security checks. Contractor personnel shall follow any direction given by Military Police or other security or safety personnel.

The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. By signing this proposal/contract or by beginning work under this contract, the Offeror/Contractor certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the offeror and works under this contract.

Application for Vendor/Contractor Passes: The procedures below are the requirements for MCB Hawaii.

1. Contractors will follow the below procedures to obtain a Vendor/Contractor Passes from PMO:

a. The Contractor will submit a roster of employees that their contract ultimately supports to the sponsoring activity's Contracting Officer's Representative (COR). The roster will identify the company name, contract number, period of performance of the contract, location of performance, the full name, date of birth, social security number, address, driver's license number and expiration date for each of the Contractor's and subcontractor's employees, and the point of contact information for the Contractor.

b. The MCB Hawaii sponsoring activity's Contracting Officer's Representative (COR) will forward the roster to PMO where criminal history background checks will be completed.

c. Upon receipt of favorable background checks, the MCB Hawaii sponsoring activity will notify the Contractor that employees may proceed to Pass and Registration, building 1637, MCB Hawaii, for their Vendor/Contractor Passes.

d. Contract and subcontract employees arrive at Pass and Registration building 1637, MCB Hawaii, for the Vendor/Contractor Pass and must show two forms of identification listed in enclosure (1). Contractor and subcontract personnel operating company or privately owned vehicles will obtain a vehicle access pass and will provide valid driver's license, current vehicle registration, safety inspection, and proof of insurance.

2. Non-CAC Contractor employees will be provided a base credential that will allow them unescorted access from the main gate of Marine Corps Base Hawaii to place of employment. If contractor's employees are found at any other location other than place of employment, they will be prohibited from working aboard the installation. Vendor/Contractor access passes must be returned to Pass and Registration, building 1637, MCB Hawaii upon expiration of the pass or termination of employment under the contract. Personnel denied an access pass might appeal in writing to the Commanding Officer, Marine Corps Base Hawaii (Attn: Base Inspector). Denial or revocation of an access pass may be made if the applicant:

a. Is listed on the National Terrorist Watch List.
b. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or SSN cannot be verified.
c. Is subject to an outstanding criminal warrant.
d. Submits a Vendor/Contractor business pass application, which contains false or fraudulent information.
e. Is a registered sex offender regardless of the date of the criminal offense.
f. Has been issued a debarment order and is currently banned from any military installation.

3. Base access requirements and procedures may change during the term of a contract. The Contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

9.2 Additional Security Requirements

1. Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to the appropriate personnel for processing and security inspection.

2. Contractor and subcontract empoyees will access MCB Hawaii and other MCB Hawaii properties only for official business in support of the contract and only during the days and hours specified in their business pass. Violation may result in confiscation of the business pass and debarment from MCB Hawaii.

3. Do not pickup, remove, or disturb any ordnance (spent or live ammunition, brass, pyrotechnics, etc) found while on MCB Hawaii and other MCB Hawaii properties.

4. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the sponsoring activity's COR. If your vehicle gets stuck or breaks down, military personnel are not authorized to pull or tow your vehicle.

10. Safety

Contractor Compliance: The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the contractor's safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at http://www.osha.gov/dcsp/vpp/index.html.

Mishap Notification and Investigation: The contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Government property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the cognizant contracting officer, the contracting officer's representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The Government person notified by the contractor will in-turn notify the Safety office. Contractor

notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant contracting officer, the contracting officer's representative, and/or the cognizant program manager, the contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the Government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the Government personnel until the investigation is completed.

10.1 Fire Drills

The Contractor shall participate in Government conducted fire drills or other emergency type drills. Advance notice of drills may or may not be given. The Contractor must display fire extinguishers or any apparatus that may be required by Government occupants during practice fire drills or actual emergencies.

The Contractor shall comply with requirements for displaying posters furnished by the Government pertaining to fire prevention, health and sanitation measures, accident prevention, etc. The Contractor shall display posters provided by the Government pertaining to nutrition, weight control programs, health and sanitation measures, accident prevention and similar purposes pertinent to Marine Corps activities.

10.2 Contractor Personnel Accountability

The contractor shall be responsible for personnel in the event of a disaster and shall provide **accountability** reports for personnel working under the contract to include: # of employees working at the time of the event, # located (to include # deceased and # injured), and # missing. The report shall be submitted to the COR, designated Point of Contact (POC) or Contracting Officer confirming all personnel have been contacted/located. The first report shall be communicated (oral/written) immediately following the occurrence of a disaster. Subsequent communication shall be reported until all personnel are accounted for.

Check in procedures for contractor personnel shall incorporate the most expeditious accountability with management upon the occurrence of a disaster. Contractor procedures/training shall:

- Provide multiple and redundant means of communication in the event normal communication means are disrupted or nonexistent;
- Ensure all managers, supervisors and employees understand and accomplish their personnel accountability roles and responsibilities;
- Ensure all reportable casualties are reported and included in personnel accountability reports;
- Ensure accurate baseline population counts; and,
- Carry out exercises, at least annually consistent with the guidance herein.

11. Transition

The contractor shall follow the transition plan submitted as part of the proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

12. Related Documents

The following Documents are related to this project:

-Marine Corps Food Service Standard Operating Procedures MCO 10110.14 M
http://www.marines.mil/Portals/59/Publications/MCO%2010110.14M.pdf

-Tri-Service Food Code NAVMED P 5010-1
http://www.quartermaster.army.mil/jccoe/TB_MED_530_SEP_2014.pdf

-Index of Recipes Armed Forces Recipe Service MCO P1011.4G
http://www.quartermaster.army.mil/jccoe/publications/recipes/index/full_index.pdf

-Marine Corps Base Hawaii Master Menu, which outlines the Marine Corps Fueled to Fight Program.
-Food Service Charges At Appropriated Fund Dining Facilities and The Military Academies Effective January 1, 2017 (annual).
http://www.quartermaster.army.mil/jccoe/Operations_Directorate/QUAD/Meal_Rates_Archives/meal_rates_2017.pdf

-Public Law 91-596 Occupational Safety and Health Act (OSHA) https://www.osha.gov/law-regs.html

-Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E).
https://dap.dau.mil/policy/Lists/Policy%20Documents/DispForm.aspx?ID=2789

-DD Form 254
http://www.dss.mil/multimedia/shorts/DDForm254/includes/Student%20Guide_Course0020_DD254.pdf

-DD Form 577 http://www.hqmc.marines.mil/Portals/137/DD-Form%20577_ID%20Number%20Fillable.pdf

-DD From 2971 http://www.med.navy.mil/sites/nmcphc/Documents/Forms/DispForm.aspx?ID=5247

-Cash Meal Payment Sheet NAVMC Form 10298, will be provided by government as required.

-OSHA Voluntary Protection Program (VPP) http://www.osha.gov/dcsp/vpp/index.html

-Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49 AFI 44–141
http://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/AR40-25_WEB_Final.pdf

-DoD 133810-M Published 2016 http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/133810m.pdf
Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

Army Regulation 40–25 OPNAVINST 10110.1/MCO 10110.49
AFI 44–141

13. Deliverables

The contractor shall provide deliverables as described in the PWS and below.

#	Name	Deliverable	Frequency
2.3.5.	Insurance	Furnish to the Contracting Officer a certificate of insurance as evidence of the coverage in amounts in accordance with work on a government installation clause.	(1) Within 15 calendar days after award, the Contractor (2) This insurance must be maintained during the entire performance period. (3) 30 calendar days written notice to the COR by the insurance company prior to cancellation or material change in policy coverage.

2.4.1.	Medical Requirements	(1) Ensure that all personnel have a current Medical Certificate prior to starting work. (2) Shall be examined for evidence of tuberculosis. (3) Personnel absent from their duties for (30) consecutive days or more shall have a medical examination prior to retuning to duty and provide a medical certificate to the Project Manager. (4) Keep current, for Government inspections, a list of personnel employee on this contract including the expiration date of sanitation cards.	(1) prior to starting work. (2) prior to starting work. (3) A copy of all medical certificates shall be forwarded to the COR/ACOR within (24) hours of the employee's return to work. (4) Copies of medical certificates shall be maintained at the employee's main duty location, presented upon request of the Government.
2.4.3.	Emergency Medical Care	(1) Report on occurrence of a job-related injury. (2) Prepare an accident report for COR/ACOR	(1) Immediately (2) 24 hrs. After accident is reported.
2.5.	Contractor Personnel	(1) The Project Manager or Alternate shall be available to meet with the COR/ACOR.	(1) 70% of the time, within 60 minutes of a call to meet during operational hours, or available within 2 hours after non-operational hours.
2.6.1.	Key Personnel Qualifications Requirements	(1) Furnish, the names of the key personnel hired to perform work under this contract. (2) Submit the name and detailed resume of key personnel.	(1) With the initial proposal (2) Within 2 days after the start of employment
2.6.5.	Contractor Personnel Meals	(1) Develop a policy to discourage snacking. (2) Provide a refrigerator(s) at the mess hall to store employee meals.	(2) This policy must be maintained during the entire performance period.
2.7.	Location and Hours of Work	(1) Prepare and transport boxed/bagged meals from Anderson hall to Pu'uloa Range	(1) Daily, each meal period
2.7.1. 2.7.3.	Extended Service Hours Performance During a Crisis/Emergencies	(1) Provide services when required by the COR/ACOR	(1) Within 24 hours
2.7.2.	RIMPAC	(1) Provide additional support for Anderson Hall during RIMPAC.	(1) Bi-annual
3. 4.	Food Quality Service Quality	(1) The Contractor Shall be responsible for proving consistently high quality meals.	(1) Daily, each meal period
3.1.	Authorized Personnel to Subsist	(1) Provide the Management, personnel, tools, and supervision necessary to prepare, and serve all estimated quantities with or without the assistance of military cooks.	(1) Daily, each meal period
3.3.1	Menu Posting	(1) Post the all menu and prices.	(1) Daily , before breakfast
3.3.3.	Menu Changes and Enhancement	(1) Report Menu Changes	(2) In the Contractors Monthly Management Report.

3.3.4.	Menu Substitutions	(1) Manage, inventory, and issue food items in accordance with the MCBH Master menu. (2) Maintain copies of all menu substitutions, correspondence as part in the daily folders	(1) Daily, each meal period (2) As required
3.4.1. 3.4.2.	Special Holiday Meals Requirements Themed Meal Requirements	(1) Provide sufficient personnel, and extension of meal hours. (2) Provide, at their expense, appropriate decorations	(1) Holidays (2) Holiday and Themed Meals
3.4.3.	Mess Deck Support	(1) Provide mess deck requests and coordinate schedules	(1) As required
3.4.4 3.4.5 3.4.6.	Recreational Meals Requirements Box Meal Requests Remote Site Meal Requirements	(1) Provide recreational meals. (2) Provide box meals. (3) Provide meals for units participating in field exercises.	(1) As required (2) As required (3) As required
3.4.7 3.4.8	Hot and cold Beverage Support Fruit Support for Conditioning Hikes	(1) Fill Containers and provide appropriate disposable cups, at their expense. (2) Provide fruit and beverage support.	(1) As required (2) As required
4.1. 4.5.	Quality Control Consequence Contractor's failure to Perform Required Services	(1) Develop a Quality Control Plan (QCP). (2) Hold meetings (3) Report Defects of cleanliness of spaces and related items will be reported to the COR/ACOR.	(1) With the initial proposal (1) Maintained throughout the awarded contract. (2) Weekly until full implementation of the contract. (2) Twice per month. (3) In writing 24hrs (4) Failure to maintain an effective QCP may result in Termination for Default.
4.1.3.	Customer Comments	(1) Provide Meal Comment Cards	(1) As requested by COR/ACOR
4.7.	Food Safety and Sanitation	(1) Implement a Food Safety Plan and cleaning schedule.	(1) With the initial proposal
4.4.1.	Sanitation Training	(1) Attend and teach training classes in the principles and practices of personnel hygiene and food service sanitation to prevent food borne illness. (2) 8 hour initial Sanitation Training (3) 4 hour Sanitation Course (4) Supervisory Personnel shall have successfully completed a formal food service sanitation training program.	(1) Quarterly (2) before initial job is started (3) Annually (4) Certificate will be submitted to the COR/ACOR 10 days prior to contract start date. Certificates shall be renewed annually, and re-submitted on the contract anniversary date.

4.4.2	Inspections	(1) Provide personnel to accompany the agency inspections of review teams.	(1) As required
4.4.3.	Sanitation Inspections	(1) Navy Environmental & Preventative Medicine Unit (NEPME) (2) W.P.T Hill Inspection Team (3) Western Pacific Food Management Team (WPFMT) (4) Marine Corps Installation Pacific Technician Inspection (MCIPAC TI) (5) Installation Food Service, Hawaii Technician Inspections and Quality Assurance Evaluations.	(1) Defects or discrepancies will be reported to the COR/ACOR in writing 24 hrs. After inspection. (2) After Nomination (3/4) Annual (5) Semi-Annual (TI), Quarterly (QAE)
4.4.4.	Food-Borne Illnesses	Notify immediately the TR and base/installation Food Service Officer of any situation or condition of a suspected case of food-borne illness.	Immediately
5.	Marine Corps Information Management System (MCFMIS)	(1) Provide sufficient personnel to support the MCFMIS program. (2) Maintain Daily Folders (3) Generate Subsistence Operational Analysis Reports (4) Prepare letters, reports, and other administrative documents (5) Maintain accountability of all subsistence items.	(1) Daily, each meal period (2) Daily, each meal period (3) Quarterly and Yearly (FY) (4) Daily, each meal period (5) Weekly
5.1.	Food Service Storage and Warehouse	(1) Provide sufficient personnel to support all areas of Food Service storage & warehouse operations, physical loading and unloading of items, storage, receipt, issue, delivery, inventory, rotation, staging, stock organization, safety, and administrative documentation. (2) Maintain the property warehouse and conduct inventory.	(1) Daily, each meal period (2) Monthly
5.1.1.	Storage	(1) Issue, inventory, and maintain stock levels required identified in the PWS.	(1) Daily, each meal period
5.1.2.	Subsistence Handling	(1) Receipt for all prime vendor deliveries with 100% visually inspections. (2) Provide inventory on all subsistence items	(1) Upon truck delivery, daily (2) Daily, each meal period
5.2.	Cashier/Meal Verification Supervisor Services	(1) Responsible for collecting funds generated from the sales of the meals. (2) Provide sufficient cashiers. (3) Cashiers will be assigned in writing and have a DD form 577 complete. (4) A minimum of (5) cashiers with CAC will be available during. (5) Turn over funds collected with supporting cash meal payments sheets/supporting documentation to the Government.	(1) Daily, each meal period (2) Daily, each meal period (3) 3 days prior to appointment (4) Daily, during all meal periods (5) Weekly or as required base on monetary limits.
6.	Provide Meals in a Timely Fashion	(1) Mange the patron flow so that no patron waits longer than the expectation for the quality or type of meal service being delivered.	(1) Daily, each meal period

6.1.	Food Preparation and Serving Requirements	(1) Providing sufficient personnel to prepare products, service, and support: Main, specialty, snack, flight, and carry out lines, with or without the assistance of Military cooks. (2) Obtain food from the Chief Cook/Store Room for each meal and accomplish all tasks as required by the Pro-Guide and Pre-Prep.	(1) Daily, each meal period (2) Daily, each meal period
6.1.2.	Serving Lines	(1) Service, maintain, and clean the all serving lines, and the patron self-service areas; and serving line(s) services including line setup, meal serving replenishment, tear down and cleanup. (2) Use separate utensils for each food item served (3) Move full serving containers to serving lines and remove empty containers (4) Maintain proper temperatures on the serving lines (5) Breakdown serving lines (6) Clean serving lines	(1) Daily, each meal period (2) Daily, each meal period (3) Daily, each meal period (4) Daily, each meal period (5) (15) minutes after the end of the meal period. (6) within (60) minutes after the lines are broken down
6.1.3	Garnish	(1) May provide, at their expense, cloth, plastic or removable garnishes, instead of following the standards meal recipes.	(1) Daily
6.1.4.	Self Service	(1) Clean all spills, food debris, or liquids. (2) Clean toasters and microwaves	(1) Within (5) minutes of occurrence. (2) Daily, each meal period
6.1.5.	Salad Bar Menu	(1) Process fresh fruits and vegetables	(1) not more than (18) hours prior to use
6.1.6.	Fitness Menu	(1) Provide a Fitness Menu	(1) With the initial proposal (2) Daily
6.1.7.	Beverage Service	(1) Service all beverages dispensers	(1) Daily
6.1.7.1.	Ice Distribution	(1) provide ice manually from the ice dispenser located elsewhere (2) Remove all ice from the storage compartments and clean the interior of all ice making machines	(1) Daily, before and during meal period (2) Weekly
6.1.9.	Ice Cream	(1) Monitor and have ice cream available throughout the serving period.	(2) Daily, each meal period
7.	Provide Meals in a Clean and Pleasant Establishment	(1) Provide a clean table and chair (2) Provide steady re-supply of dishes, utensils, condiments and supplies to all serving areas	(1) Daily, each meal period, without waiting (2) Daily, each meal period, without waiting
7.1.	Material Handling	(1) Assist the Government by complying with the base-recycling program	(1) After every meal and closing of the facility.
7.2.	Cleaning Housekeeping	(1) Submitted in writing cleaning, housekeeping, and amenities plan.	(1) 14 days before the contract start date.

7.3.	Exterior Cleaning	(1) Shall sweep and clean in and around entrances, exists and sidewalks. (2) Shall empty, clean and reposition all cigarette ash receptacles (3) Sweep and remove debris from dumpster area, loading dock, interior food service facilities entrances and exists as listed in the PWS. (4) Fly-fans will be dusted and cleaned (5) Clean all windows and screens (6) Shall remove, clean and return all garbage and trashcans (7) Addition cleaning or maintenance	(1) Daily, after each meal period (2) As required (3) Daily, once (4) Weekly (5) Weekly (6) Daily (7) As required
7.3.1.	Exterior Ground Maintenance	(1) Create a pleasant outdoor environment. (2) Responsible for the care, landscaping and grounds sounding the food service facilities within (20) feet. (3) Grounds mowed (4) Water plants (5) Shall rake, mulch, and prune (6) Exterior of building (7) Cleaning and maintenance of picnic tables, and butt cans	(1) Daily (2) As Required (3) No more than 3 inches tall (4) As required (5) As required (6) monthly or as required (7) As required
7.4.	Interior Cleaning	(1) Spot clean all walls, baseboards, windows, window ledges, doors, and door frames. (2) Dust trophies, sport memorabilia, and display cases (3) Glass panes, inside and out (4) Polish all metal surfaces that require polishing (5) Clean and sanitize all restroom and locker rooms (6) Keep all paper towels, toilet paper, and hand soap dispensers (7) De-scaled toilets and urinals	(1) Weekly (2) Weekly (3) Daily (4) Weekly (5) Daily, after each meal period (6) At all times (7) Weekly
7.4.1.	Floor Cleaning	(1) Preform spot cleaning (2) remove all "scuff marks". (3) Preform floor waxing (4) Shall remove all dirt and deposits of old wax using wax stripper. (5) Clean the throats and covers of all floor drains	(1) Daily, during all meal periods (2) As required (3) Monthly (4) As required in PWS (5) Daily, after each meal period
7.4.2.	Dishwashing Service	(1) Provide a minimum of (3) personnel per scullery (2) Clean interior and exterior surfaces of dishware dispensers, try racks and carts. (3) Sort all dishware and utensils (4) Return all dishes and dinnerware to their respective storage areas after each meal. (5) Clean dishware, trays and flatware. (6) Notify the COR/ACOR and Mess Hall Manager any time that the prescribed water temperature for dishwashing machines cannot be maintained (7) Perform dish washing by hand. (8) both dishwashing areas	(1) Daily, during and after each meal periods. (2) Daily, after each meal period (3) Daily, during and after each meal periods. (4) Daily, after each meal period (5) Daily, during and after each meal periods. (6) Immediately (7) As required follow PWS (8) As required

7.4.3.	Pot/Pan Washing	(1) Drain and clean all types of dishwashing equipment, conveyor systems and trash and garbage disposals. (2) Remove lime and scale deposits (3) Complete the entire dishwashing operations (4) Clean and sanitize cooking and serving equipment (5) Cleaning oven and conveyor toasters racks (6) Clean the pan washing room or area	(1) Daily, after each meal period (2) Weekly (3) No later than (90) minutes after the conclusion of each scheduled meal period. (4) Daily, after each meal period (5) Twice, per week (6) Daily, after each meal period
7.4.4.	Equipment Cleaning	(1) Thoroughly clean food serving equipment, tables, and work area (2) Clean the interior of ventilating hoods (3) Clean all removable grease filters (4) clean "pass through" and other types of food holding spaces (5) Responsible for removing then returning the food items to their original position after cleaning	(1) Daily, after each use (2) Daily, after each use (3) Weekly (4) Daily, after each meal (5) As required
7.4.5.	Furniture	(1) Physically move dining room furniture	(1) vary each month
8.1.2.	Government Furnished Property	(1) Conduct a joint inventory	(1) Prior to the start date
8.1.3	Government Furnished Supplies	(1) Conduct a joint inventory (2) Maintain adequate Government Furnished Supplies (3) Provide all laundering service for tablecloths	(1) Prior to the start date (2) Daily, all times (3) As required
8.2	Additional or Replacement Equipment	(1) Submit requests for additional or replacement equipment/supplies (2) Responsible for maintaining property records (3) Develop a property control system (4) Report the loss, damage or destruction (5) Minor Property Inventory (6) Joint Minor Property Inventory	(1) As required (2) Monthly (3) 14 days after the contract start date. (4) Verbally, written report 5 days (5) Monthly, per PWS (6) Monthly, per PWS
8.4.	Shut down and Service Calls	(1) Prior approval requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment (2) Perform service call work	(1) Submitted 72 hrs. in advance (2) As required
8.5.	Maintenance and Repair	(1) Perform required (minor and major) maintenance (2) Provide all materials and supplies necessary to perform required maintenance (3) Maintain and repair all walk-in and reach-in type refrigerator units (4) Connect and disconnect all utility lines (5) Furnish all food preparation and serving equipment replacement parts (6) Verbal or hand written lists and input	(1) Daily (2) As required (3) As required (4) As required (5) As required (6) Yearly
8.5.1.	Maintenance and Repair Contractor Responsibilities	(1) Manage the total work effort associated with the maintenance, repair and all other services (2) Provide an adequate staff (3) Preventive Maintenance Inspections and Services	(1) Daily (2) Daily (3) Monthly

8.5.2.	Office Equipment	(1) Shall furnish all calculators, typewriters, copies, fax machines, and computers required to perform contract services. (2) Shall provide all necessary office and administrative supplies (3) Responsible for all reproduction requirements (4) Responsible for proper security of Contractor supplies and belongings	(1) As required (2) As required (3) As required (4) Daily
8.6.	Other Supplies and Services	(1) Contractor will provide all laundering service	(1) As required
8.6.1.	Commercial Telephone Service	(1) May request off-base commercial telephone service	(1) As required
8.6.2.	Personnel Protective Equipment	(1) Furnish all safety, and hearing protection for all hazardous areas	(1) As required
8.6.3.	Uniforms	(1) Supervisors and Managers shall present a business like appearance and shall wear uniforms or clothing that makes them distinctly recognizable from other employees. (2) Provide employee uniforms, name tags, and special-type clothing as described herein. (3) Furnish bimetallic thermometers for appropriate contractor employees (4) shall not wear jewelry	(1) As defined in PWS (2) As defined in PWS (3) As defined in PWS (4) As defined in PWS
8.6.3.1	Uniform Allowance	(1) Furnish all employee a with an adequate number of uniforms	(1) As defined in PWS
9.	Security	(1) Comply with all current Marine Corps Base Hawaii and DoD security requirements. (2) ~~Only US Citizens shall be employed~~ Citizenship and Green Card status IAW PWS. (3) Work under this task order requires Level III IT user access to the Marine Corps Enterprise Network (MCEN) - access to the MCEN requires a Common Access Card (CAC) (4) Shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, and all government personnel work products that are obtained or generated in the performance of this contract. (5) Authorized users of the MCEN shall receive initial Information Assurance (IA) Training (6) Submit a list of employees by name that will be performing work on this contract.	(1) Prior to the start date and daily (2) Duration of contract (3) All Supervisor and Key Billets for the duration of contract (4) Duration of contract (5) Annually (6) 10 days prior to start of the contract and Monthly

10.	Safety	(1) Comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). (2) Participates in the OSHA Voluntary Protection Program (VPP). (3) shall notify (4) Secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office.	(1) As defined in PWS (2) As defined in PWS (3) Within four (4) hours (4) As required
10.1	Fire Drills	(1) participate in Government conducted fire drills or other emergency type drills (2) Display fire extinguishers (3) Shall comply with requirements for displaying posters	(1) As required (2) As defined in PWS (3) As defined in PWS
10.2	Personnel Accountability	When required, provide accountability reports.	As defined in PWS.

14. Performance Requirement Summary (PRS)

SOW PARA	Performance Objective	Performance Standard	AQL	Surveillance Method
4.4 7.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Sanitation requirements of the Tri-Service Food Code and state and local laws/regulations.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position for the ordering, receiving issuing, preparing, serving, and cleanup of the MCBH Master Menu.	Result in 100% of the time in a Satisfactory or better rating in Health inspection. All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter. Educational material created is free of grammatical errors, properly formatted.	90% - 95% reliable information that addresses appropriate natural resources issues. 3 or less instances of a deliverable containing errors	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
2. 6.1.	The contractor and subcontractor shall adhere to all state and federal laws, and Marine Corps rules and regulations.	Abides by all laws and regulations. No injuries or incidents that result in the loss of work or work stoppage.	No state or federal violations; 95% adherence to base regulations.	Completes all on-line training and attends specified training opportunities. Food Safety and sanitation briefings. All incidents reported.
10.	The contractor and subcontractor shall not perform unsafe acts to could cause harm to themselves or others and does not violate base safety regulations.	Abides by all base safety regulations and those identified by the food service staff.	95% accident free	Attends base safety training, receives safety briefings from food service staff and appropriate military personnel.
8.5.1.	The contractor and subcontractor shall Provide operator maintenance and minor/major repairs of food service equipment. In accordance with PWS.	Routine-Repair within 4 days. Urgent-Repair within 2 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	Routine-Repair within 5 days. Urgent-Repair within 3 days. Emergency-Repair within 1 day. Daily Reports, verbal updates, completed task.	During Inspections: 95% of the equipment necessary to cook, clean or sanitize for each meal period will be available.

3. 3.3 4.	The contractor and subcontractor shall managing subsistence, supplies and equipment necessary to service the guests in accordance with the PWS.	Result in 100% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Result in 95% of the time in a Satisfactory or better rating in with Master Menu Compliance with all the required supplies to cook, serve, and clean the meal(s). All deliverables must be accurate in content, relevant, concise, and pertinent to the subject matter.	Weekly reports, interim progress meetings, feedback from Preventive Medicine staff, Quality Assurance Inspections, Technical Inspection, Western Pacific Food Management Team Inspections, and Patron "ICE" Comments
5.2.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in a manner that ensures Proper accountability of all cashier transactions, with a less than .01% error rate.	Ensure cash deposits are 100% accurate and turned in by the next business day. Perform cashier services and ensure cash deposit is accurate and turned in on time.	Proper accountability of all cashier transactions, with a less than .01% error rate.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.7.3 6.	The contractor and subcontractor shall accomplish the general tasks identified in PWS and related sub-tasks that support the goals of the stated position in there is no impact of food service operation during regular and contingency operations.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 5 food servers cooks.	Meets deadlines imposed by the CO based on Contingency but have a minimum of 24 hours advance notice to replace up to a maximum of 4 food servers cooks.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
2.	The contractor and subcontractor shall meet scheduled deadlines and deliver products in the time requested.	Meets 100% of deadlines imposed by the COR.	95% of tasks are completed within the timeframe prescribed.	Daily Reports, verbal updates, completed task. Accomplishes each specified task with time allotted.
3.1. 6.	Prepare food IAW recipe cards and Performance Work Statement	100% of menu items/meal period as provided by the government.	95% of menu items/meal period as provided by the government.	QAE inspection and Food Tech/FSO walk thru. Customer Complaint from Senior Cook on duty.

15. Wage Determination

The wage determination applicable for this solicitation is CBA-2017-10354 and is attached. The referenced CBA is also attached. Summary table has been deleted and replaced by including the CBA in its entirety.

15.1 Unit Price Adjustments in Option Periods

This contract incorporates a Service Contract Act (SCA) Area Wage Determinations (AWDs) based on a Collective Bargaining Agreement from the previous service provider. The Wages in the contractor's proposal are to utilize the WD rates for the WD/CBA as indicated below for the base period and all option periods. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Act—Price Adjustment Clause, FAR 52.222-43 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees in the option periods of performance. In accordance with the referenced clause, the contractor may be entitled to an adjustment in contract price only when a new SCA or CBA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

15.2 Annual Wage Rate Determination and Rate Calculation

(a) This procurement is subject to the requirements of the Service Contract Labor Standards (formerly Service Contract Act of 1965).
(b) The Contractor agrees to furnish the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.
(d) If the wage rate differs from prior year, the Contractor must submit a claim of adjustment within 30 days of receipt of the new wage determination to the Contracting Officer. However, the Contracting Officer may extend the 30 day submission period in writing. The Government has the authority to examine all supporting records and documentation.
(e) The following provides guidance on the process when requesting an adjustment: For the labor category adjusted by the revised wage determination, the current rate should be subtracted from the revised rate. Additionally, the difference in fringe must also be calculated. The difference in the wage rate and fringe must be added together, with the result being multiplied by the number of total hours performed. The result is the total adjustment amount. The Contracting Officer will issue a modification to reflect the required adjustment.

~~**OPTION FOR INCREASED SERVICES – Separately Priced Line Items**~~

~~The Government may require the delivery of the numbered Contract Line Item Numbers (CLINS) 0004AA-AC, 1004AA-AC, 2004AA-AC, 3004AA-AC, and 4004AA-AC identified in the schedule as optional Surge Services CLINS in the quantities and at the prices stated in the schedule. The Contracting Officer may exercise any of these options by written notice to the Contractor within 2 days from performance start date. If options are exercised for less than the quantities listed in the SUBCLIN, the total price for the exercised SUBCLIN shall be prorated for the amount of hours exercised.~~

(End of Summary of Changes)