EXAMPLE

Fort XXX

Performance Work Statement (PWS)

Dining Facility Attendant Service

As of 26 Sep 23



1. GENERAL INFORMATION

1.1 Introduction

- **1.1.1** This PWS is developed to support Fort XXXX (XXXX) food service requirements to meet Dining Facility Attendant (DFA) services and remote site feeding requirements at designated Dining Facilities. The Contractor shall provide quality services in support of the installation food service program supporting the warfighter with flexible, efficient, and cost-effective services through management innovations and use of industry best practices, where applicable, while ensuring compliance with all applicable laws, rules, and regulations.
- 1.1.2 The United States Government uses the Performance Based Services Acquisition (PBSA) strategy to provide the descriptions, instructions, and references in this document. The Government provides additional details or references when experience indicates a need exists to drive a specific effective and efficient outcome. The presence of these additional details or the absence of these details reflect the performance-based nature of this format and should not be construed to mean this performance-based document lists all implied tasks necessary to achieve the successful level of performance. Referenced publications, regulations, and guidance in this PWS provide specific performance standards; the Contractor, Sub-Contractors (herein the Contractor) must adhere to those standards unless specific relief has been given, in writing, by the Contracting Officer (KO).
- 1.1.3 The KO or his/her designated representative will be the point of contact (POC) concerning administration and performance of the contract. The Contracting Officer's Representative (COR) monitors all aspects of the contract and assists in contract administration. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. Both the KO and COR can provide guidance.
- **1.1.4** All work under this effort is subject to inspections and performance assessments. Failure to meet the contract requirements may result in an automatic payment deduction, Non-Conformance Report (NCR), cure notice, and/or termination. The Government reserves the right to seek consideration in the event of un-resolved contract discrepancies and serious incidents impacting the effort.

1.2 Scope of Effort

1.2.1 The Contractor shall provide all supervision, labor, personnel, materials and supplies to perform activities as defined in this PWS. The Contractor shall perform the requirements in this PWS, conform to the professional standards identified in this contract, and shall follow all applicable instructions and directives as identified by this PWS. All services provided by the Contractor in this contract shall be performed in

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accordance with (IAW) Tri Service Food Code (TB MED 530), Army Policy, and all applicable local, state, and federal laws, regulations, and policies. In the event of a conflict between any law and regulation, the more stringent rule shall apply. Contractor tasks include but are not limited to the following: facility sanitation, janitorial services, and management functions in support of the installation's DFA mission.

1.2.2. Estimated workload requirements (e.g., square footage, hours of operation, capacity) for each dining facility are outlined in Attachment F - Workload Data/Capabilities with AFMIS Historical Headcount data provided in Attachment B – AFMIS Headcount.

1.2.3 Additional Services

If additional DFAC supplies and services within the general scope of the contract are required by the Government based on the Army's mission (e.g., exercises, contingency operations) the required supplies and services will be added to the contract through a negotiated modification IAW FAR 52.212-4(c), Changes.

1.3 Contract Administration and Management

- **1.3.1** The Contractor shall successfully integrate and coordinate all activity needed to comply with contract requirements. The Contractor shall respond to Government requests for contractual actions within 3-5 days. The Contractor shall provide corrective action plans, proposal submittals, identification of issues, and effective management of Sub-Contractors (when applicable).
- **1.3.2** The Contractor shall maintain continuity between the operations at the installation and the Contractor's corporate offices.
- 1.3.3 The contracting office will hold periodic status or progress meetings (referred to as Performance Management Reviews) with the KO, COR, Contractor, and other personnel as necessary IAW AR 70-13, Management and Oversight of Service Acquisitions. These meetings will be held at least quarterly to discuss problems, progress of the contract, and contractor performance. The Contractor shall participate and provide any necessary briefings and supporting data.

1.3.4 Sub-contract Management

The Contractor shall manage all sub-contracts necessary to integrate work performed on this requirement and the Contractor shall be responsible and accountable for Sub-Contractor performance on this requirement. The Contractor shall manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractor shall file sub-contract reports in the electronic Sub-contracting Reporting System (eSRS). Prime/ Higher Tier Sub-Contractors shall inform their Sub-Contractors to enter their reports in eSRS under the flow down requirement. Contractors shall provide a notification e-mail address in the report for the federal Government agency.

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1.4 Contractor Personnel Requirements

- **1.4.1** The Contractor shall provide the appropriate amount of qualified labor and management with required training, skills, and experience in order to effectively accomplish the work required in this PWS. The Contractor shall not allow any employee that is not certified and trained for a particular task to perform such work. The Contractor, at its own expense, shall maintain all qualifications and certifications required to perform the requirements of this PWS.
- **1.4.1.1** Staffing in the dining facilities is critical to successful performance. As such, the contractor's Staffing Matrix is incorporated into the contract as Attachment H Contractor Staffing Matrix. The contractor shall ensure staffing is maintained during the performance of any Food Services.
- **1.4.2** The Contractor shall provide administrative support to employees IAW state and federal employment policies (time keeping, leave processing, pay, emergency needs). The Contractor shall provide guidance to employees during designated Government non-workdays or other periods where Government offices are closed due to weather or security conditions.

1.4.3 Key Personnel

The Government has determined that certain positions, for the purpose of ensuring the Contractor can satisfy minimum experience and certification requirements, are key and essential. Key positions must be filled within 24 hours of being vacated, as a temporary mitigation, and filled within 30 days with a permanent employee. The COR must be notified immediately upon replacement (temporary and permanent) of key personnel and the KO must be notified within 72 hours.

1.4.3.1 Manager (KEY)

The Contractor shall provide a full time, on-site manager who shall be responsible for the performance of all work at each facility. A qualified manager must be present in the dining facility anytime Contractor employees are present. The manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the contract. The manager shall be responsible for DFA performance during all hours of operation, including but not limited to directing employee work, performing on-site quality control, maintaining the AFMIS account and ensuring the facility meets the specified performance standards of the contract. The manager shall possess a minimum of 5 years management experience in managing sanitation requirements of cafeteria style or multi-entrée operations providing complete meal service (breakfast, lunch, and dinner). The manager must have a current Food Protection Manager Certificate (i.e., Serv Safe), as defined in Tri Service Food Code (TB MED 530) prior to performing contract requirements. During any absence of the manager, the COR shall be notified immediately. A qualified alternate who possesses a current Food Protection

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EXAMPLE

Manager certificate shall have full authority to act for the Contractor on all matters relating to work performed. The manager shall return all Government calls within one hour during operational hours and two hours during non-operational hours.

1.4.3.1 Project Manager (PM) (KEY)

The Contractor shall provide on-site Project Manager (PM) who will be responsible for all work under this contract. The PM shall be highly familiar with automated information systems (i.e., Army Food Management Information Systems (AFMIS) and Over The Counter Network (OTC Net)). The PM shall be highly qualified with a minimum of 5 years general supervisory experience and shall have at least 3 years specific management experience in managing cafeteria style or multi-entrée operations providing complete meal service (breakfast, lunch, and dinner). The PM shall have full authority to act for the Contractor on all matters relating to this contract. The PM has overall responsibility for the site's DFA Quality Control (QC). The PM shall be the primary point through which technical communications, prioritization of effort, team standardization and technical direction flow between the Government and the Contractor. A qualified alternate PM shall have full authority to act for the Contractor on all matters relating to work performed. The PM shall return all Government calls within one hour during operational hours and two hours during non-operational hours.

1.4.3.2 RESERVED

1.4.3.3 Supervisory Personnel

The Contractor shall provide DFA first line supervisors as required for completion of PWS requirements. Each shift leader shall supervise Contractor employees in no more than one dining facility per shift. First line supervisors shall have and maintain a current (within the last 5 years) Food Protection Manager Certificate as defined in Tri Service Food Code (TB MED 530) prior to performing contract requirements.

1.4.4 Emergency Services

The Contractor shall be responsible for providing medical services to its employees. Emergency medical services will be provided by the Government to support life-saving injuries or illnesses until proper medical support can be administered from an external source to the Government from a medical treatment facility or transport.

1.4.5 Employee Health, Hygiene, and Dress Code

The Contractor shall follow the requirements for public health, personal hygiene, IAW the regulatory guidance in Tri Service Food Code (TB MED 530) and state and local policies for Contractor employees. Supervisory personnel are responsible for ensuring all Contractor and conditional employees are knowledgeable and understand their responsibility to report listed symptoms, diagnosis, and exposure to a listed pathogen to their supervisor. Additionally, Contractor employees must be medically cleared,

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EXAMPLE

specifically IAW Tri Service Food Code (TB MED 530), Chapter 2, Appendix G, in order to report back to work after an absence due to illness.

1.4.5.1 The Contractor (to include Sub-Contractors) shall wear and display a Contractor provided Identification (ID) Badge in a conspicuous place on the front of exterior clothing above the waist except when safety or health reasons prohibit. The minimum required information on the badge includes company name, employee full name, picture of employee, and date of expiration. The Contractor shall ensure employees wear a Government approved uniform. The Contractor shall submit uniforms to the COR within 10 days of award to determine acceptability.

Reportable

A05 Contractor Employee Uniforms

1.4.6 Employee Conduct, Behavior, and Ethics

The Contractor shall ensure employees comply with all applicable Government regulations, policies and procedures and all personnel employed under this contract conform to conduct regulations contained in FAR Clause 52.203-13, Contractor Code of Business Ethics and Conduct. The Government may direct the Contractor to remove any Contractor employee from the Government premises IAW the authority of the Installation Commander. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract.

1.4.7 Organizational Conflict of Interest (OCI)

Contractor and Sub-Contractor personnel performing work under this contract may receive, have access to or participate in the development or modification of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent OCI as defined in FAR Subpart 9.5. The Contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. Furthermore, Contractor and its Sub-Contractors shall not hire any person whose employment would result in a conflict of interest or employment that is prohibited by the latest Department of Defense (DoD) 5500.7.R entitled "Joint Ethics Regulation".

1.4.8 E-Verify

The Contractor shall use E-Verify to facilitate verification status of employees. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of newly hired employees. E-Verify is currently free to employers and is available in all 50 states. E-Verify provides

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an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

1.4.8.1 Alien Employment

The Contractor shall not employ any alien who does not have a valid US Immigration I-551, Green Card or I-94, Arrival/Departure Record. The Contractor shall provide valid social security numbers and citizenship status of all employees to the Government, upon request.

1.4.9 Vehicle Operators

Contractor employees or employees of Sub-Contractors shall have proper state registration, proof of insurance, and a valid driver's license to operate privately owned vehicles (POV) on the installation. All vehicles (Contractor and personally owned), Contractor personnel, and their personal property are subject to search and seizure of contraband or unauthorized Government property. The search and seizure provisions of AR 190-5, Motor Vehicle Traffic Supervision apply to Contractor personnel entering, within, or leaving the installation or the installation's area of responsibility (AOR) which require access by Contractor personnel in performance of this contract. Current requirements may change when dictated by security conditions.

1.4.10 Sexual Harassment and Sexual Assault Training Plan

The Contractor shall have a Sexual Assault and Sexual Harassment Training Plan which includes a schedule for all related training. The plan shall identify the methods of training (e.g., classroom, on-line, etc.), as well as intervals (e.g., quarterly) for refresher training, as applicable. The plan shall address (but not be limited to) such things as: procedures for training each employee, training record retention, method/mode of instruction, instructor accreditation, on-line/web-based resources/training aids. The Contractor's Sexual Harassment and Sexual Assault Training Plan shall be submitted for approval within 30 days of contract award. The Government has 30 days after receipt of the Training Plan for review and approval. The Contractor's training shall address, at a minimum, the following:

- 1. Defining what constitutes sexual assault and sexual harassment.
- 2. Explaining sexual assault is a crime.
- 3. Defining the meaning of "consent" as defined in DoDD 6495.01 (Sexual Assault Prevention and Response Program, SAPR).
- 4. Explaining the distinction between sexual harassment and sexual assault and that both are unacceptable forms of behavior even though they may have different penalties. Emphasizing the distinction between civil and criminal actions.
- 5. Providing an awareness of the roles and responsibilities of company managers, including all available resources for victims.
- Identifying prevention strategies and behaviors that may reduce sexual assault, including bystander intervention, risk reduction, and obtaining affirmative consent. Identifying strategies to safely intervene and to guard against retaliation, reprisal, ostracism, or maltreatment because of that intervention.



- 7. Explaining what constitutes retaliation, reprisal, coercion, ostracism, and maltreatment and company procedures for reporting allegations of reprisal.
 - a. Explaining what the appropriate, professional response by peers to a victim and an alleged offender is when a sexual assault is reported. Explain the impact to the victim of incidents of retaliation, reprisal, ostracism, and maltreatment, as well as the impact in deterring reporting of sexual assault incidents.
 - b. Explaining that all personnel in the victim's company, when they become aware of allegations of retaliation, reprisal, ostracism, or maltreatment, are required to take appropriate measures to protect the victim, including information regarding how to prevent retaliation, reprisal, ostracism, and maltreatment after a reporting an incident of sexual assault.
- 8. Explaining company policy which protects victims of sexual assault from retaliation, reprisal, ostracism, and maltreatment. Explaining how victims can seek assistance on reporting allegations to:
 - a. Their immediate Supervisor, or other company officials
- Explaining the company policy that protect witnesses and bystanders who intervene
 to prevent sexual assaults or who report sexual assaults from retaliation, reprisal,
 ostracism, and maltreatment.
- 10. Ensure Project Manager is aware of their obligation to report as soon as they become aware - any allegation or first-hand knowledge of sexual assault, sexual harassment to their local/Corporate management, Human Resources office, the COR, and Contracting Officer.
- 11. Ensure employees are aware of their obligation to report as soon as they become aware any allegation or first-hand knowledge of sexual assault, sexual harassment to their local/Corporate management and Human Resources office.
- **1.4.10.1** The Contractor shall retain all training records and shall make them available to the COR, upon request.

Reportable

A01 Sexual Harassment and Sexual Assault Training Plan

1.4.10.2 The Contractor shall report ALL known incidents of sexual assault that occur on post in a timely manner to all relevant parties including but not limited to the local Provost Marshall/Department of Emergency Services (DES), SARC, COR, and KO following all relevant law enforcement procedures.

1.5 Training Requirements

1.5.1 The Contractor shall ensure all Contractor employees are fully trained, licensed, certified, and otherwise qualified to provide services IAW contract requirements. The Contractor shall provide necessary training to employees to ensure competent performance. All training records shall remain on-site and shall be made available for Government review upon request.



1.5.1.1 The Contractor shall provide a written report to the COR at the end of each month listing each employee and date trained by required courses. All training that has been completed within the last month shall be highlighted. This report shall also indicate any employee that has not received the required training within the established training timelines provided.

Reportable

A06 Monthly Contractor Employee Training Status

1.5.2 Food Sanitation, Safety Training and Nutritional Training

The Contractor shall ensure all Contractor employees receive Food Sanitation and Safety Training IAW Tri Service Food Code (TB MED 530). The Contractor shall ensure Contractor employees receive food sanitation and safety training within 30 days of beginning food service duties and shall receive refresher food sanitation and safety training at least annually or as often as necessary to ensure awareness of responsibilities in safe food handling.



1.5.2.1 Food Sanitation and Safety Training can be satisfied by one of the following requirements:

- 1. Satisfactorily complete the Educational Foundation of the National Restaurant Association Course in Applied Food Service Sanitation.
- 2. Pass an examination from the Educational Testing Service (ETS) showing satisfactory completion of the Food Protection Certification Program.
- 3. Satisfactorily complete of a course of study that is offered from an accredited college or university approved by the Installation Medical Authority.

1.5.3 DoD Level I Antiterrorism Training (AT)

All Contractor employees, to include Sub-Contractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 days after contract start date and annually thereafter. The Contractor shall submit certificates of completion for each affected Contractor employee and Sub-Contractor employee to the COR (or to the KO if a COR is not assigned) within 5 days after completion of training by all employees and Sub-Contractor personnel. AT Level I awareness training is available at the following website: https://jkodirect.jten.mil and takes approximately two (2) hours to complete. In the event the automated system at https://jkodirect.jten.mil cannot be accessed or is not available (e.g. server problems), the training can be provided by a qualified instructor. If the training is not completed online, instructor qualification must be coordinated with the Installation Antiterrorism Officer (or Installation Security equivalent) and the resultant names(s) of approved instructors shall be provided to the KO or designee.

1.5.3.1 iWATCH Training

The Contractor and all associated sub-Contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Antiterrorism Officer (ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 days of contract award and within 5 days of new employees commencing performance. Results shall be reported to the COR NLT 10 days after completion. Course takes approximately two (2) hours to complete.

1.5.4 DoD Information Assurance (IA) Awareness

All Contractor employees shall complete DoD IA Awareness and associated Cyber Awareness training at https://public.cyber.mil/training/cyber-awareness-challenge/ prior to being granted access to any Government network. Course takes approximately two (2) hours to complete. All users who require network access will complete initial and annual training thereafter. Contractor employees requiring access to Government ADPE or networks must also initially and annually sign, date, and submit the required Acceptable Use Policy (AUP) and DoD IA Training to their Army Training Certification Tracking System (ATCTS) records. If during performance of the contract ADPE security



requirements or access policies change, the Contractor will be required to follow and adhere to the new or updated policies. All Contractor employees with access to a Government information system shall be registered in the ATCTS at commencement of employees' services.

1.5.5 Operations Security (OPSEC) Training

Per AR 530-1 Operations Security, the Contractor employees shall complete Level I OPSEC Awareness training within 30 days of their reporting for duty and annually thereafter. OPSEC Awareness training is available at the following website: https://securityawareness.usalearning.gov/opsec/index.htm.

The course takes approximately one (1) hour to complete. In the event the automated system cannot be accessed or is not available (e.g., server problems), OPSEC Training can be provided by a qualified instructor.

1.5.6 Information Security (INFOSEC) Training

Per AR 380-5 Army Information Security Program and AR 350-1 Training and Leader Development, Contractor personnel shall be given initial security orientation and annual security refresher training. Contractor personnel shall be trained within 30 days of reporting for duty and annually thereafter. Information Security Training is available at the following websites: https://learn.atis.army.mil/ or

https://securityawareness.usalearning.gov/initialorientation/index.htm. The course takes approximately two (2) hours to complete. In the event the automated system cannot be accessed or is not available (e.g., server problems), INFOSEC Training can be provided by a qualified instructor.

1.5.7 Controlled Unclassified Information (CUI) Training

Per DoD 5200.48 Controlled Unclassified Information and DA G2 Memo Implementing Guidance for DoD 5200.48 Controlled Unclassified Information, all Contractor personnel shall receive initial and refresher CUI training. Contractor personnel shall be trained within 30 days of their reporting for duty and annually thereafter. CUI training is available at the following website: https://securityawareness.usalearning.gov/cui/index.html. The course takes approximately two (2) hours to complete. In the event the automated system cannot be accessed or is not available (e.g. server problems), CUI Training can be provided by a gualified instructor.

1.5.8 Threat Awareness and Reporting Program (TARP)

Per AR 381-12 Threat Awareness and Reporting Program (TARP), Annual threat awareness training conducted by a counterintelligence (CI) agent making the presentation to a live audience is mandatory for all Contractor personnel. Contractor personnel shall be trained within 30 days of their reporting for duty and annually thereafter. The course takes approximately two (2) hours to complete. In the event live training is not possible, Contractor personnel shall complete the computer-based training that is available on the Army Training Information System Learning (ATIS) Web site at



https://learn.atis.army.mil/. This is the only authorized alternative method for TARP training.

1.5.9 Sexual Harassment and Sexual Assault Training

All Contractor employees must complete Sexual Harassment and Sexual Assault Training IAW the Contractor's Sexual Harassment and Sexual Assault Training Plan.

1.6 Contractor Planning and Resource Management

1.6.1 Hours of Operation

The Contractor shall maintain the operating hours of the DFAC(s) listed in Attachment F - Workload Data/Capabilities. These hours are subject to change based upon supported unit requirements.

1.6.1.1 Extended Service Hours

Special and emergency situations (i.e., in the event of fire, aircraft accident, rescue operations, civil disturbances, severe weather, pandemics, alerts, training exercises, troop movements, etc.) may necessitate a dining facility to operate on an extended basis of up to 24 hours per day. The Contractor shall provide extended services when notified by the KO or COR. The KO or COR may authorize the Contractor to provide extended services by giving at least four (4) hours prior notice of any change. In the event of extenuating circumstances or mission requirements, short and/or no advance notifications may occur; however, notifications will be given as soon as possible.

1.6.2 Recognized/Government Holidays

Government personnel in CONUS locations (to include Alaska and Hawaii) observe the following holidays:

New Year's Day

Birthday of Martin Luther King Jr.

Presidents' Day

Memorial Day

Juneteenth National Independence Day

Independence Day

1st day of January

3rd Monday of February

Last Monday of May

19th day of June

4th day of July

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

1st Monday of September
2nd Monday of October
11th day of November
4th Thursday of November
25th day of December

1.6.3 Holiday Decorations



The Government/Contractor is responsible for providing appropriate holiday decorations to include Thanksgiving, Christmas, and the Army Birthday to highlight these periods and special meals as appropriate.

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1.6.4 Mission Essential Contractor Services

In accordance with DFARS Clause 252.237-7023, Continuation of Essential Contractor Services, the Government identified all the services performed under this PWS as essential Contractor services. Any changes to the Contractor's written plan submitted with its proposal, shall be submitted to the KO, and be approved by the Government, and incorporated into the contract.

1.6.5 Government Notification

The Contractor is required to notify the KO immediately, in writing, upon learning of a labor strike affecting contract performance and provide daily status updates thereafter. Names of striking employees shall be submitted, in writing, to the KO within 8 hours of the labor strike.

1.7 Security Requirements

1.7.1 Access and General Protection/Security Policy and Procedures

The Contractor and all associated Sub-Contractor's employees shall comply with applicable installation access requirements and adhere to all local security policies and procedures. The Contractor shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, Headquarters Department of the Army (HQDA) and/or local policy. Upon successful completion of background checks, Contractor personnel will receive an Installation Access Card (IAC). In addition to the changes otherwise authorized by FAR Clause 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services of this contract, should the FORCE Protection at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

1.7.2 Contractor Background Checks

In addition to installation access background checks, all Contractor personnel must, at a minimum, have a favorably adjudicated Tier 1 or an equivalent or higher investigation IAW Homeland Security Presidential Directive-12 (HSPD-12). The Contractor must have a pre-hiring system in place to ensure probability and eligibility to receive a favorably adjudicated Tier 1.

1.7.2.1 Upon contract award, the Contractor will provide the name, telephone number, and e-mail contact information for their Facility Security Officer (FSO) or Security POC



through the KO to the ASC G2 Contractor Background Investigation Management (KTR BIM) Program. The KTR BIM will contact the FSO/POC and will provide specific instructions on the electronic submission of background investigations (SF 85, Questionnaire for Non-Sensitive Positions and FD 258, Fingerprint Card) in accordance with HSPD-12 and Defense Counterintelligence and Security Agency (DCSA) guidance. The KTR BIM will provide verification of existing investigations for personnel transitioning from other contracts.

1.7.3 RESERVED

1.7.5 Key Control

The Contractor shall maintain key control IAW AR 190-51, Security of Unclassified Army Resources (Sensitive and Non-Sensitive) and AR 190-13 in ensuring all keys issued by the Government to the Contractor are not lost or misplaced and are not used by unauthorized persons. The Contractor will report to the COR(s) any occurrences of lost, unauthorized use, or unauthorized duplication of keys in the Contractor possession and control immediately. The Contractor will be liable for any and all costs necessary to secure the locks and keys compromised by any occurrence of lost, unauthorized use, or unauthorized duplication of keys.

1.8 Quality Program Requirements

1.8.1 Quality Assurance

The Contractor shall have work complete and ready for inspection IAW all terms of the contract. The Government will conduct inspections according to the appropriate random and planned surveillance method, to compare the Contractor's performance to contract requirements and standards. The Government reserves the right to monitor the contract in any manner necessary, at any time necessary, and at all places necessary to ensure that the services rendered conform to the contract requirements. In addition to random and planned surveillance, US Army Public Health Command personnel may perform inspections at dining facilities. Contractor shall correct all recorded defects prior to re-inspection if the Contractor fails a service.

1.8.2 Quality Control Plan

The Contractor shall develop and maintain an effective quality control plan to ensure services are performed IAW this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure against recurrence of defective services. The Contractor's QCP shall be submitted for approval within 10 days of contract award and shall include the following:

- Elements of the Plan: The QCP shall ensure the enforcement of the required standards for:
 - a. Personnel health and hygiene
 - b. Workplace Safety IAW DFAC safety standards and regulations outlined herein

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- c. Fire prevention and evacuation
- d. Environmental protection
- e. Energy conservation
- f. Employee training
- g. HAZMAT Program
- h. Hazard communication standards (OSHA) for use of chemicals
- i. Hazard Analysis Critical Control Point (HACCP) Plan
- 2. An organizational chart which provides for QC personnel to have direct accountability to the Contractor's top management.
- 3. An inspection system covering all tasks and services required by this contract.
 - a. The system shall include those areas to be inspected on a routine or unscheduled basis, the frequency of inspections, documentation forms, individuals that shall perform the inspections and the follow-up procedures.
 - b. A method or methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
 - c. The method of documenting and enforcing QC operations.
 - d. A Process Action Plan to correct and prevent continuous deficiencies and defects.
- 4. A cleaning schedule that ensures the cleanliness of each dining facility in accordance with Tri Service Food Code TB MED 530, paragraph 6-501.12.
- 5. Methods of communication with the Government regarding quality and contract performance.
- 6. A monthly reporting system to the Contractor's home office.

Reportable
A02 Quality Control Plan

1.9 Environmental Requirements

1.9.1 The Contractor shall follow local, state, and federal policies concerning Environmental and Public Health while in performance of the contract. The Contractor's QCP shall include provisions to enforce environmental policies at the supporting dining facility(s).

1.9.2 Food Waste Diversion

The Contractor shall support the food waste diversion program IAW DA PAM 30-22 and installation SOPs.

1.10 Safety Requirements

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- **1.10.1** In performing the services required, the Contractor shall ensure compliance with all applicable Federal, U.S. Government, and local command directives and regulations that pertain to safety, occupational health, and fire prevention as outlined in 29 CFR 1910, Occupational Health and Safety, DODI 6055.1, DoD Safety and Occupational Health Program, AR 385-10, The Army Safety Program, DA PAM 385-10, Army Safety Program, DA PAM 385-40, Army Incident Investigations and Reporting along with safety-reporting requirements. In addition, the Contractor shall adhere to the safety standards outlined in AR 30-22, Army Food Program, DA PAM 30-22, Operating Procedures for the Army Food Program, TM 4-41.11, Dining Facility Operations, TM 4-41.12, Food Program Operations, ATP 4-41.11, Army Field Feeding and Class I Operations, ATP 4-41.11 Appendix B (Sample Safety Checklist), and TB MED 530, Tri-Service Food Code.
- **1.10.2** The Contractor shall provide initial verbal notification of any accident involving on-duty injuries to employees and/or damage to Government property (in excess of \$100) to the COR, and HQ ASC Safety Division not later than four (4) hours after occurrence. The Contractor shall utilize the Government provided Contractor Accident Reporting Format to report all accidents involving damage to property and/or injury to employees to the COR and HQ ASC Safety Division at usarmy.mil with complete details within 72 hours.
- **1.10.2.2** The Government reserves the right to conduct an investigation of any incident involving Government or Contractor personnel and equipment. If an accident investigation by the Government is determined appropriate, the Contractor shall provide all information related to the incident.
- **1.10.2.3** The Contractor shall comply with Occupational Safety and Health Administration (OSHA) standards, Federal, DoD, Army, State, and local safety and health requirements.
- 2. GOVERNMENT FURNISHED PROPERTY, FACILITIES, AND SERVICES
- 2.1 Government Furnished Property (GFP)

Government Furnished Property will not be provided for use in this contract.

- 2.2 RESERVED
- 2.3 RESERVED
- 2.4 RESERVED

2.5 Incidental Property

A list of property incidental to the place of performance is provided in Attachment D(4) – Incidental Property. This incidental property is provided for Contractor use and shall remain accountable to the Government and not be physically removed from the

Commented [FKJCUA(10]: If applicable. List would include items such as office desk, chair, computer that doesn't leave room, etc.

Applicable to DFA?



Government installation/location. In the event of damage occurring to any incidental item, the Contractor must notify the COR of that damage within 24 hours.

2.6 RESERVED

2.7 Property Damage or Loss

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

2.8 RESERVED

2.9 RESERVED

2.10 Government Facilities

The physical location of each facility is illustrated in Attachment A - Dining Facility Location Map with the building plans provided at Attachment C - Building Plans. If available, the Government will provide office space for the Contractor to utilize during the performance of this contract.

2.10.1 The Contractor may install its own equipment, fixtures, or furnishings within the Dining Facilities at its own expense upon approval by the COR. No alterations to the facilities will be made without specific written permission from the KO. The Contractor shall provide the KO documentation describing, in detail, the modifications requested. If additional electrical power, water, steam or other changes to the Dining Facility are required to support the installation and maintenance, the cost shall be borne by the Contractor. The Contractor shall return the facilities to the Government in the same condition as received; fair wear and tear and approved modifications excepted. These facilities shall only be used in performance of this contract.

3. CONTRACTOR FURNISHED ITEMS AND EQUIPMENT

3.1 The Contractor shall furnish everything required to perform this contract, including but not limited to: office equipment, office supplies, cleaning supplies, etc. The Contractor shall maintain a sufficient quantity of on-hand materials and supplies to perform all work required under this contract. Any failure on the part of the Contractor to provide sufficient quantities and quality of supplies and materials within the specifications of the contract shall not be cause for reduction in any service or performance. For informational purposes, typical supplies are listed in Attachment E - Sample Materials List.

3.1.1 RESERVED



3.2 All Contractor provided equipment shall be clearly marked. Upon completion or termination of this contract, the Contractor shall remove all Contractor-owned equipment/property at Contractor's expense.

4. OPERATIONAL REQUIREMENTS

4.1 Dining Facility Sanitation Operations

The Contractor shall perform sanitation duties in support of dining facility operations.

- 4.1.1 The Contractor shall clean and sanitize all food service equipment and surfaces to support dining facility operations IAW Tri Service Food Code (TB MED 530) and approved cleaning schedule as identified in the Contractor's QCP.
- 4.1.2 The Contractor shall protect, clean, and sanitize all food preparation and serving equipment and utensils between uses IAW appropriate methods listed in Tri Service Food Code (TB MED 530).
- 4.1.3 The Contractor shall operate and maintain the mechanical dishwashing machine for each meal service when it is mechanically operational IAW Tri Service Food Code (TB MED 530), Code of Federal Regulations (CFR) 178.1010 Sanitizing Solutions, and applicable user's manual.
- **4.1.3.1** The Contractor shall ensure dishwashing machine and supporting mechanical equipment are cleaned, sanitized, and protected from contamination between uses.
- **4.1.3.2** The Contractor shall maintain flow rate of dishwashing room at or greater than that of the serving line.
- 4.1.4 The Contractor shall clean and maintain the interior and exterior areas of each dining facility. Non-food contact surfaces and equipment shall be cleaned before, during, and after meal period IAW Tri Service Food Code (TB MED 530) and approved cleaning schedule as identified in the Contractor's QCP.
- **4.1.4.1** The Contractor shall clean restrooms, dining facility hand washing stations and employee locker rooms. The Contractor shall ensure fixtures, partitions, and mirrors are visibly free of dirt, grime, grease, residue, and foreign matter, prior to the scheduled start of each meal serving period and prior to closing each day.
- **4.1.4.1.1** The Contractor shall ensure restroom trash has been removed and new liners installed in waste containers. The Contractor shall ensure soap dispensers are supplied with manufactures' recommended products. The Contractor shall ensure paper towels and toilet tissue are available during operations 100% of the time.



- **4.1.4.2** The Contractor shall clean dining facility sidewalks, loading dock, and entryways daily to prevent grease, dirt, and refuge buildup. The Contractor shall ensure snow and ice, or sand, are removed from sidewalks and access areas IAW Attachment F Workload Data/Capabilities.
- **4.1.4.3** The Contractor shall follow installation, local, state, and federal policies concerning recycling and environmental waste program including but not limited to: the folding and segregation of cardboard boxes, separation and rinsing of recyclable cans and plastic bottles, and the use of trash reductions systems such as trash compactors IAW Tri Service Food Code (TB MED 530).
- **4.1.4.3.1** The Contractor shall dispose of trash at the end of each scheduled meal-serving period, prior to closing for the day, and/or when containers are full.
- **4.1.4.3.2** The Contractor shall clean waste and recycling containers and surrounding areas of waste and recycling containers daily or as required.

4.1.4.4 RESERVED

- **4.1.4.5** The Contractor shall keep drains (floor, sink, etc.) free from debris to prevent accumulation in or around drain areas. The Contractor shall pick up food products and properly dispose of in waste containers.
- 4.1.5 The Contractor shall clean, maintain, and prepare dining room service area of operations IAW Tri Service Food Code (TB MED 530), approved cleaning schedule as identified in the Contractor's QCP, OSHA regulations, and local, state, and federal policies.
- **4.1.5.1** The Contractor shall ensure each diner is afforded a clean area to eat without delay. The Contractor shall ensure all dining areas are clean prior to the scheduled start of the meal period and prior to closing for the day.
- **4.1.5.1.1** The Contractor shall clean spills and remove soiled dinnerware occasionally left by diners during meal service. The Contractor shall ensure spills are cleaned and soiled trays are bussed within 5 minutes of occurrence.
- **4.1.5.2** The Contractor shall ensure appropriate condiments and napkins are available without delay. The Contractor shall ensure condiment containers and napkin holders are visibly clean and contain product.
- **4.1.5.3** The Contractor shall replenish tray and dinnerware dispensing carts during meal serving periods for serving and self-service areas. The Contractor shall ensure clean dinnerware is available without delay to diners 100% of the time.

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- **4.1.5.4** The Contractor shall ensure Government provided tablecloths are utilized during holidays and special events and are clean and in place at the start of the meal-serving period. The Contractor shall remove and replace those tablecloths when stained and heavily soiled.
- **4.1.5.5** The Contractor shall display and remove holiday decorations. The Contractor shall ensure decorations are displayed on the day of the Army's birthday and NLT one week prior to Thanksgiving and Christmas. The Contractor shall remove all applicable decorations within 96 hours after the Thanksgiving, Christmas, and the Army's birthday.
- 4.1.6 The Contractor shall furnish and maintain expendables cleaning and sanitary supplies to support sanitation and personal hygiene practices.
- **4.1.6.1** The Contractor shall ensure sanitation supplies are available during operations to support cleaning and sanitation operations of the dining facility. For informational purposes, a typical supplies list is provided in Attachment E Sample Materials List.
- **4.1.6.2** The Contractor shall ensure dispensers are filled at all times with manufacturer's recommended towels and hand wash soap to support all employee and patron hand washing sinks.

4.2 Periodic In-depth Cleaning

The Contractor shall perform a more extensive cleaning on a periodic basis when identified and ordered by a task order via a subCLIN. The Contractor shall provide additional attention such as extensive scrubbing, pressure washing, scraping, and heavy-duty chemical cleaning to remove any buildup of dirt, scuffs, grease, and residue. Items/areas to be cleaned may include, but are not limited to:

- Exterior windows, window seals, window frames, and screens
- · Exterior door frames, seals, and tracks
- Exterior stainless-steel railing and cabling
- Loading dock
- Load Dock Leveler
- Exterior concrete curbs, all entrance and exit ways, stairs,
- Outdoor seating areas, patio areas, and side walks
- Hoods, filters, and ductwork
- Freezers and Refrigerators, to include all shelving, vents, and fans.
- Walk-in and dry storage areas, including shelves, handles, bins and carts
- Interior walls, ceilings, and air vents
- All flooring
- Exterior signage
- · Mechanical dish washing machine, to include spray arms
- Wheeled cabinets (pastry, ice cream, etc.)
- Chairs and tables



- Compactors, pulpers, shredders and composters
- Ceiling fans and light fixtures

4.3 Dining Facility Openings and Closures

Facilities shall be thoroughly cleaned when the facility is prepared for closure and prior to beginning food service operations. This will be identified and ordered by a task order via a separate CLIN.

5. PERFORMANCE REQUIREMENTS SUMMARY

4.1 D	ining Facility Sanita	tion Operat	ions		
High Level Objective		Standard	Lot Size and AQL	Surveillance Method	Payment %
1	The Contractor shall clean and sanitize all food service equipment and surfaces to support dining facility operations.	Service Meets standards of Paragraph 4.1.1	Lot size shall be equal to the total number of operational days for all facilities each month AQL = (6.5%)	Random	6% (.06)
2	The Contractor shall protect, clean, and sanitize all food preparation and serving equipment and utensils between uses.	Service Meets standards of Paragraph 4.1.2	Lot size shall be equal to the total number of operational days for all facilities each month AQL = (6.5%)	Random	7% (.07)
3	The Contractor shall operate and maintain the mechanical dishwashing machine.	Service Meets standards of Paragraph 4.1.3	Lot size shall be equal to the total number of operational days for all facilities each month AQL = (6.5%)	Random	7% (.07)
4	The Contractor shall clean and maintain interior and exterior areas of each dining facility.	Service Meets standards of Paragraph 4.1.4	Lot size shall be equal to the total number of operational days for all facilities	Random	5% (.05)



			each month <u>AQL</u> = (10%)		
5	The Contractor shall clean, maintain and prepare dining room service operations.	Service Meets standards of Paragraph 4.1.5	Lot size shall be equal to the total number of operational days for all facilities each month AQL = (10%)	Random	5% (.05)
6	The Contractor shall furnish and maintain expendables cleaning and sanitary supplies to support sanitation and personal hygiene practices.	Service Meets standards of Paragraph 4.1.6	Lot size shall be equal to the total number of operational days for all facilities each month AQL = (6.5%)	Random	5% (.05)
	Total				35%

6. REPORTING

The Contractor shall provide the following reports:

Number	Name	Frequency
A01	Sexual Harassment and Sexual Assault	30 days of
	Training Plan	award
A02	Quality Control Plan	10 days of
		award
A03	RESERVED	
A04	RESERVED	
A05	Contractor Employee Uniforms	10 days of
		award
A06	Monthly Contractor Employee Training Status	Monthly

7. RELATED DOCUMENTS, DEFINITIONS AND ACRONYMS

7.1 The following websites contain documents that are related to this PWS:

https://armypubs.army.mil https://quartermaster.army.mil/jccoe/jccoe main.html

7.2 Standard Definitions/Definitions and Acronyms



Federal Acquisition Regulation (FAR), Army Regulation (AR) 310-25, Dictionary of US Army Terms, and, AR 310-50, Authorized Abbreviations, Brevity Codes and Acronyms are the references for definitions and acronyms not listed below.

7.2.1 Standard Definitions

- Acceptable Quality Level (AQL). The AQL is a designated value (percent) of defective outcomes/service that the Government indicates will be accepted using acceptable sampling techniques and procedures.
- Administrative Contracting Officer (ACO). A Contracting Officer who is administering contracts.
- 3. <u>Army Federal Acquisition Regulation Supplement (AFARS)</u>. The Army's supplement to the Federal Acquisition Regulation.
- Class A Telephone. Telephone service, which is unrestricted, for use on-post and commercial calls.
- 5. <u>Class C Telephone</u>. Telephone service, which is restricted to inter-post calls from one post telephone to another.
- 6. Commercial and Government Entity (CAGE) Code. An identification code assigned to the Contractor and is required by the Contracting Officer (Property Administrator) and Contractor from the Defense Logistics Service Center. The CAGE code is also required on the annual Government facilities report. Use DD Form 2051 to request the CAGE code.
- 7. <u>Contracting Officer (KO)</u>. An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- 8. Contracting Officer's Representative (COR). An individual from the functional activity appointed by the KO and delegated specific authority to monitor contract performance and to perform specific contract administration functions. Additional personnel appointed to assist the COR are called the Alternate Contracting Officer's Representatives (ACORs).
- 9. <u>Defective Service</u>. A unit of service, which contains one or more defects and does not conform to specified requirements.
- Local Access Network Connections (LAN). An installation landline connecting the Army Management Information System modules to the mainframe computer system.
- 11. Lot. The total number of service outputs in an evaluation period as defined in the



AQL column of the Performance Requirement Summary. The lot size is used to determine the sample size (or number of inspections).

- 12. <u>Non-Conformance Report (NCR)</u>. A letter to a Contractor that identifies nonconformance of a contract requirement(s) or identifies business system deficiencies and requests Contractor corrective action.
- 13. <u>Percent of Sample Found Defective</u>. A percentage determined by dividing the number of defects by the sample size. The resulting number is used to make an equitable deduction from the contract price or award fee for non-performance.
- 14. <u>Performance Requirements Summary (PRS)</u>. The PRS identifies key performance indicators and standards that represent logical service outputs that will be evaluated by the Government to assure the Contractor is fulfilling the terms of the contract.
- 15. <u>Performance Standard</u>. A measurable output or result associated with the performance-based description of a requirement found in the PWS.
- 16. <u>Planned Sampling</u>. A sampling (inspection) method used to evaluate Contractor tasks and services performed less frequently than daily. Evaluations that are scheduled when tasks and services are performed, e.g., receiving and storage service, field-feeding service, and tasks scheduled IAW the approved cleaning plan.
- 17. Quality Assurance Specialist (QAS). Perform, administer, or advise on work concerned with assuring the quality of products acquired and used by the Federal Government.
- 18. Quality Assurance Surveillance Plan (QASP). Defines what the Government must do to ensure that a Contractor has performed IAW specified performance standards. Focuses on the level of performance required by the PWS rather than on the methodology used by the Contractor to achieve that performance.
- 19. Quality Control. Those actions taken by the Contractor to control the in-process performance of goods or services to ensure that contract quality standards are met.
- 20. <u>Random Sampling</u>. A sampling (inspection) method used to evaluate contract tasks and services performed daily. It is the primary method for measuring contract performance. Each service output in a lot has an equal chance of being selected for inspection. The results of random inspections are evaluated against the number of allowable defects to determine the overall quality of the lot (service).
- 21. <u>Sample</u>. A sample (inspection) consists of one or more service outputs drawn at random from a lot. The number of outputs in the sample is the sample size.
- 22. Thoroughly Clean. Scrape, wash, rinse, sanitize.



7.2.2 Technical Definitions

- 1. <u>American Made</u>. Items (i) manufactured or produced in the United States, (ii) by an entity that is headquartered in the United States and that entity shall have no ownership directly or indirectly by the Chinese government or Chinese nationals, and (iii) predominantly using ingredients that were grown, mined, manufactured, or produced in the United States.
- 2. Army Food Management Information System (AFMIS). An automated record keeping system used in dining facilities to perform various functions that includes processes and outcomes, e.g., meal production/planning; head counting; subsistence ordering; receipt and storage; and equipment replacement planning. These functions provide the capability to create and adjust menus, shopping lists, and production schedules; make requests against subsistence inventories; facilitate returns to inventory; provide inventory accountability; perform headcount entries; and inquire against a variety of files. The AFMIS is a web-based system that operates from a standard computer within each dining facility.
- 3. <u>Army Food Program</u>. A comprehensive program which encompasses all phases of food service, from; procurement, inspection, transportation, storage, distribution, issue and sale, preparation, and serving meals in garrison dining facilities and in the field.
- 4. <u>Army Ration Credit System (ARCS)</u>. An issue and accounting procedure used by appropriated fund dining facilities. Dining facilities that operate within the Army Ration Credit System are charged for the dollar value of subsistence issued and obtain credit for meals served.
- 5. <u>Brunch</u>. A meal consisting of food items served during breakfast and lunch. This combined meal is served during an extended time period beginning at early or midmorning and ending shortly after the noon hour. When a brunch is served a supper follows.
- 6. <u>Clean</u>. Free of visible signs of food, food residues, ingredients, grease, soap and foreign matter.
- 7. <u>Compostable</u>. Products that are bio-based and do not contain polyethylene or polystyrene and that meet ASTM D6400, ASTM D6868, ASTM D6691, or an equivalent solid material biodegradation standard.
- 8. <u>Cook Support</u>. Limited number of fully qualified cooks to supplement the Military food service staff (Cooks) within a dining facility.
- 9. <u>Décor</u>. The furnishing and decoration of a room.



- 10. <u>Diner Satisfaction</u>. Methods of feedback through a variety of surveys and comment programs to determine the degree to which the Contractor is meeting or exceeding contract requirements and established quality levels of food and service.
- 11. <u>Dining Facility Attendant Service</u>. Those activities which comprise janitorial and custodial functions within a dining facility including, but not limited to; sweeping, mopping, scrubbing, trash removal, dishwashing, waxing, stripping, buffing, window washing, pot and pan cleaning and related quality control.
- 12. <u>Dinner</u>. Typically, the third meal of the day, or evening meal of each day, served during late afternoon or early evening.
- 13. <u>Dinnerware</u>. Eating, drinking, and serving utensils for table use, such as flatware including knives, folks, and spoons; hollowware including bowls, cups, serving dishes, and tumblers; and plates.
- 14. <u>Dining Facility Attendant (DFA) Service</u>. Those activities which comprise janitorial and custodial functions within a dining facility including, but not limited to; sweeping, mopping, scrubbing, trash removal, dishwashing, waxing, stripping, buffing, window washing, pot and pan cleaning and related quality control.
- 15. <u>Dining Facility Operations (DFO) Subsystem</u>. The AFMIS system used to manage dining facility operations. The DFO Subsystem consists of thirteen functions: Recipes, master/field menus, vendors, meal productions, POS sub menu, headcount/cash collection, orders inventory management, issues/transfers/turn-ins, system management, customer/account maintenance, customer operations, and equipment replacement.
- 16. <u>Disposable Food Service Products</u>. Single-use, disposable products for serving or transporting prepared, ready-to-consume food or beverages including, but not limited to, plates, cups, bowls, bags, trays, utensils, straws, lids, trays, and hinged or lidded containers.
- 17. Fixtures. A piece of equipment or furniture which is fixed in position in a building.
- 18. <u>Food borne Disease Outbreak</u>. The occurrence of two or more cases of a similar illness resulting from the ingestion of a common food.
- 19. <u>Food Contact Surface</u>. A surface of equipment or utensils with which food normally comes in contact. This includes equipment and utensils from which food may drain, drop or splash back into food, or onto surfaces normally in contact with food.
- 20. <u>Food Handlers</u>. Food service personnel who work where unsealed, raw food or drink is handled, processed, prepared, or served, and personnel who touch food or food contact surfaces.



- 21. <u>Food Program Manager (FPM)</u>. An officer, warrant officer, noncommissioned officer, or Department of the Army civilian responsible to the installation commander for matters relating to food service.
- 22. Full Food Service (FFS). Those activities that comprise the full operation of an Army dining facility.
- 23. <u>Furnishings</u>. Furniture, fittings, and other decorative accessories, such as curtains and carpets, for a house or room.
- 24. <u>HACCP Plan</u>: A written document that delineates the formal procedures for following the Hazard Analysis Critical Control Point (HACCP) principles developed by the National Advisory Committee on Microbiological Criteria for Foods.
- 25. <u>Hazard</u>. A biological, chemical, or physical property that may cause an unacceptable consumer health risk.
- 26. <u>Incidental Property.</u> Government property that is provided to the Contractor as incidental to the place of performance.
- 27. <u>Independent Government Cost Estimate (IGCE)</u>. The IGCE is an estimate of the expected contract cost prepared by the Government prior to the solicitation being advertised for bids or offers. This estimate is used to gauge the price offers submitted by prospective Contractors.
- 28. Installation Commander. A commander of any Army installation, military community.
- 29. Installation Medical Authority (IMA). Installation Medical Authority refers to the Unit Surgeon, Command Chief Surgeon, U.S. Army Medical Center Commanders, and the Director of Health Services or Center Commanders, and the Director of Health Services or his/her representative responsible for defining, setting, and monitoring sanitary standards and procedures.
- 30. <u>Meal Service for Remote Site Feeding</u>. Tasks associated with preparing meals including beverages, packaging food for shipping from a garrison dining facility to feed soldiers at field training sites.
- 31. <u>Meal Serving Hours</u>. Hours designated by the Government when the dining facility serving lines are open for service.
- 32. <u>National Stock Number (NSN)</u>. A number used to identify a Government supply item.
- 33. <u>Night Meal</u>. The meal served during the late evening to early morning hours (referred to as the midnight meal). The night meal may be a breakfast or dinner meal.



- 34. <u>Nonfood Surface</u>. All exposed surfaces other than those included in food or splash zones.
- 35. Office Space. Government furnished office space provided to the Contractor for use in performing tasks and services of this contract.
- 36. Operating Hours. Operating hours for each facility are listed at Attachment F Workload Data/Capabilities. Operating hours specify the time prior to the scheduled start of meal service for the first meal of the day to time following the scheduled close of meal service for the day of operation.
- 37. <u>Operational Ration</u>. Packaged, semi-perishable meals issued to personnel for use under field conditions.
- 38. <u>Police</u>. The action or process of cleaning and putting in order of a dining facility to include related areas of responsibility. Tasks include sweeping, raking, and picking up trash and debris.
- 39. <u>Potentially Hazardous Foods (PHF)</u>. Any food that promotes the rapid growth of bacteria. Maybe characterized as high protein and acid foods with water activity above 0.86(H2).
- 40. <u>Preventive Medicine Activity</u>. The local medical authority responsible for inspecting sanitary conditions of dining facilities and safe food handling protection.
- 41. <u>Sanitizing</u>. The process of reducing the number of microorganisms on a surface to safe levels.
- 42. <u>Sanitizing Solutions</u>. A chlorine solution "or any other chemical sanitizing agent allowed under 21 CFR 178.1010" as defined in, Tri Service Food Code (TB MED 530).
- 43. <u>Serving Line(s)</u>. The location and equipment within dining facilities where diners are served food or where food/beverage is offered for self-service.
- 44. <u>Special Meals</u>. Meals offered outside of the normal cyclic menu that support special occasions, e.g., Thanksgiving, Christmas, and the Army's Birthday, to include special theme meals to honor ethnic and American heritage events.
- 45. <u>Subsistence</u>. Food items required for feeding troops. This term includes all foods, nonalcoholic beverages, condiments, accessory foods and ice.
- 46. <u>Subsistence-in-Kind (SIK)</u>. Meals furnished to enlisted personnel at Government expense, rather than money in lieu thereof.



- 47. <u>Supper</u>. A meal consisting of food items served during dinner. The meal may be served during an extended serving period beginning early afternoon and ending early evening. This meal is served only when a brunch has been served and replaces the normal dinner meal.
- 48. <u>System Administrator (SA)</u>. The individual responsible for planning and controlling the use of the Army Food Management Information System and Subsistence Prime Vendor Interpreter hardware and software.
- 49. Tableware. Condiment containers, dispensers and napkin holders.
- 50. <u>Veterinary Activity</u>. A part of VETCOM that is responsible for inspecting all food to determine fitness of safety for human consumption.
- 51. Workdays. Workdays Monday through Friday, excluding national holidays.

8. APPLICABLE REGULATIONS, PUBLICATIONS, FORMS AND LABELS

8.1 The Contractor shall remain current on all applicable Government publications.

8.2 Army Regulations

NUMBER	TITLE
AR 25-400-2	The Army Record Information Management System (ARIMS)
AR 30-22	Army Food Program
AR 40-25	Nutrition Standards and Education
AR 25-2	Information Assurance
AR 70-13	Management and Oversight of Service Acquisitions
AR 190-5	Motor Vehicle Traffic Supervision
AR 190-13	The Army Physical Security Program
AR 190-51	Security of Unclassified Army Resources (Sensitive and Nonsensitive)
AR 350-1	Training and Leader Development
AR 380-5	Army Information Security Program
AR 380-67	Personnel Security Program
AR 381-12	Threat Awareness and Reporting Program (TARP)
AR 385-10	The Army Safety Program
AR 420-1	Army Facilities Management
AR 530-1	Operations Security
AR 600-38	Meal Card Management

8.3 Army Field Manuals, Technical Manuals, Bulletins, and Pamphlets

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NUMBER	<u>TITLE</u>
TM 4-41.11	Dining Facility Operations
ATP 4-41	Army Field Feeding and Class I Operations
ATP 4-41	Appendix B Sample Safety List

EXAMPLE

TM 4-41.12 Food Program Operations TRI SERVICE FOOD CODE (TB MED 530)

DA PAM 30-22 Operating Procedures for the Army Food Program

DA PAM 385-10 Army Safety Program

DA PAM 385-40 Army Incident Investigations and Reporting
DoDI 6055.1 DoD Safety and Occupational Health Program

29 CFR 1910 Occupational Health and Safety

8.4 Department of the Army Forms

NUMBER TITLE

DA 285 Technical Report of U.S. Army Ground Accident

DA 2062 Hand Receipt/Annex Number

DA 3546 Control Record for Dining Facility DD Form 1544

DA 5913 Strength & Feeder Report

8.5 Department of Defense Forms

NUMBER TITLE

DD 577 Appointment/Termination Record Authorized Signature

DD 1532-1 Pest Management Maintenance Record

8.6 Department of the Army Labels

NUMBER TITLE