

TYPE III CATERING AGREEMENT

This Agreement is entered into by and between the State of Montana, Department of Natural Resources and Conservation (DNRC), whose address and phone number are MT DNRC Fire Protection Bureau, 2705 Spurgin Road, Missoula, MT 59804, (406) 542-4300 and CONTRACTOR, whose address and phone number are ADDRESS and PHONE.

1. SCOPE OF THE AGREEMENT AND PROVISIONS OF RESOURCES

The purpose of this Agreement is to establish terms, conditions, and specifications for **Type III Catering services** used in support of fire suppression, severity, and all-risk activities for State Government agencies throughout the Northern Rockies Geographic Area. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

1.1 The contract's Agreement term is June 1, 2025, through May 31, 2026, unless terminated earlier as provided in this contract.

1.2 The resources provided by the Contractor must meet and comply with all the applicable requirements of this Agreement.

1.3 Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. The Government is not obligated to place, nor is the Contractor obligated to accept, an order under the Agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. Due to the sporadic occurrence of incident activity, the placement of any orders **IS NOT GUARANTEED**.

1.4 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

1.4.1 Contractor Liability for Personal Injury and/or Property Damage

- a. The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- b. The Contractor, at the Contractor's expense, shall maintain adequate commercial liability and property damage insurance during the continuance of this Agreement, insuring the Contractor against all claims for injury or damage.
- c. The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- d. The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this Agreement, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

1.4.2 Loss, Damage, or Destruction

For equipment furnished under this Agreement without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

2. CLAIMS

CLAIMS SETTLEMENT IS AGENCY SPECIFIC AND REMAINS THE RESPONSIBILITY OF THE INCIDENT AGENCY.

2.1 STATE OF MONTANA CLAIMS Depending on the circumstance, claims arising under the jurisdiction of the State of Montana are negotiated by the responsible line officer or agency administrator. These individuals may delegate this authority to other DNRC employees (any DNRC employee negotiating a claim must be on the DNRC Authorized Signers List). For information on handling claims against the DNRC, see the 300 Incident Business Management Manual, Chapter 370, found at:

<https://dnrc.mt.gov/Forestry/Wildfire/agreements-plans-guides>, or contact the Fire Protection Bureau: Forestry Division Office, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, MT 59804; office phone: (406) 542-4300.

2.2 STATE OF IDAHO CLAIMS Settlements arising under the jurisdiction of the State of Idaho must be submitted in writing to the IDL host agency. The IDL host agency will submit the claim documentation to the Fire Business Program Manager, Bureau of Fire Management, who may settle the claim or forward it to Risk Management for final determination. Claims may also be submitted in writing to the Fire Business Program Manager, Bureau of Fire Management, 3284 West Industrial Loop, Coeur d'Alene, ID 83815-6021; office phone: (208) 769-1525.

2.3 STATE OF NORTH DAKOTA CLAIMS Claims against the State of North Dakota must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged incident was discovered or reasonably should have been discovered. Claim forms may be requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904.

3. ORDERING/DISPATCH PROCEDURE

The Government intends to dispatch Contractor resources based on geographic resource lists established in Dispatch. Orders will primarily originate through the respective Dispatch Center, although Buying Teams or other Government purchasers are authorized to place orders through this Agreement.

The geographic resource list will identify Contractor resources, location, and price. The Government ordering official (Dispatch, local office, etc.) will consult the geographic resource list when an incident occurs and choose the Contractor closest to the incident taking Contractor and mobilization costs into consideration. The ordering official will inform the Contractor of the location, quantity required, and date and time needed. If that Contractor is unable to meet the requirements, the next closest Contractor will be contacted, etc.

If possible, only one Contractor will be utilized per incident at a time until the Contractor runs out of units.

The next time the service is required, the same process will be followed. The Government reserves the right to utilize Contractor's resources in a manner that it deems to be in the best interest of the Government.

When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting another Contractor according to the protocol listed above. Contractors shall check in at the assignment at the time agreed when dispatched.

At the time of acceptance of the assignment, the following information will be given to the Contractor:

- a. Resource order number
- b. Incident order number and name of the Incident
- c. Date and Time to report to the Incident
- d. Descriptive location of the designated site where the Contractor shall meet an incident representative (a map will be provided, if available)
- e. Incident contact phone number for further information
- f. Fire charge code/funding code

The Contractor is required to provide a copy of their resource order and Agreement to the Plans and Finance Units upon check-in. The Contractor shall always carry two copies of the complete Agreement.

Prior to departure to the incident, the Contractor shall provide to Dispatch, the name of the person dispatched with the resources, and the estimated time of departure and estimated time of arrival from the point of dispatch.

Dispatch offices may use email or fax to provide a hard copy of the Resource Order to the Contractor.

Contractor is REQUIRED to meet all agreed upon dates and times once an order has been accepted by the Contractor.

4. WEAR AND TEAR

Equipment furnished under the Agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this Agreement, the Contractor agrees that what is considered wear and tear under the Agreement exceed what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

5. INSPECTIONS

Pre-season inspections will not be done. All resources furnished under this Agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in clean, safe, and operable condition. Prior to incident use or at any time the resource is under hire, the Government may perform inspections to ensure compliance with the Agreement requirements. Inspection arrangements will be made at the time of order, prior to incident use if possible.

Mobile Food Service Units (MFSU) - The inspections will take place at the location of the incident camp. This will depend upon logistical considerations at the time of hire.

When submitting equipment for inspection, the Contractor must provide the following documentation, if applicable for the resource:

- a. Annual Department of Transportation (DOT) inspection records
- b. Proof of insurance
- c. Current vehicle registration
- d. Certified fully loaded weight receipt and/or aftermarket certification
- e. Proof of workers' compensation insurance or legal exemption

Vehicle and Equipment Requirements:

1. The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. The Government reserves the right to conduct inspections at any time based on the safety standards of the OF-296.
2. All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications.
3. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles per hour.
4. Equipment used under this Agreement shall be licensed and legally operable on all roads.
5. An audible reverse warning device (backup alarm) of 89 decibel or greater measured at 5 feet behind and in the center of the equipment. Switches to activate the alarm will not be allowed.
6. Chock Blocks (2 Required):
 - a. Equipment will be equipped with a pair of wheel chocks constructed of a height of 8 inches or more and a width of 7 inches or more.
 - b. Wheel Chocks shall be constructed of non-sparking material (aluminum)
 - c. Wheel Chocks must have a solid bottom of ribbing to prevent sinking in soft soil.
 - d. Wheel Chocks must have a face beveled at a 30–50-degree bevel.
 - e. Wheel Chocks base must be 1.4 times the height.
7. Equipment Reliability:
 - a. The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. The Government reserves the right to conduct inspections at any time.

If the resource does not pass inspection at the incident or designated inspection point, it is considered noncompliant. The Contractor may be given 24 hours, or a time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, the resource will be removed from the geographic resource list until such time that the resource is brought into compliance and re-inspected at the Government's convenience. Repeated failures may be grounds for cancellation of the Agreement. The Contractor shall not

have any claims or payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

6. DEMOBOLIZATION AND RELEASE

The Incident Commander will determine the priority of demobilization.

Every attempt shall be made by the Government to give the Contractor adequate notice of resource demobilization, allowing the Contractor time to arrange for the transportation of toilet and/or sink units, and eliminate the need for an additional trip the last day. Adequate notice is defined as a phone message, fax, text message, or email to the Contractor's office 24 hours before the required demobilization date/time.

Once released from the incident, any new assignments shall come directly from the Host Dispatch Center. Contractors shall not seek out re-assignment from any source other than the Host Dispatch Center. **Resource orders are incident specific. The Contractor's equipment cannot mobilize to an incident without a resource order for that incident.**

7. PROPERTY

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

Contractor will be charged for consumable goods supplied by the Government and used by the resource while under hire. The cost of all consumable goods shall be deducted from payment to the Contractor.

8. SPECIAL TERMS AND CONDITIONS

8.1 TERMINATION FOR CAUSE The Government may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time the Contractor fails to perform under this Agreement. If the Contractor fails to meet specifications, the Contractor may be removed from the list.

8.2 WORKMANSHIP All work under this Agreement shall be performed in a safe manner and to a professional standard. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of *DNRC EERA General Clause 9.1 – Incident Behavior* and *Clause 9.2 – Harassment Free Workplace*. It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the DNRC Contracting Officer subsequent to the action. Accordingly, the DNRC Contracting Officer may require, in writing that the Contractor remove from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of *Clause 9.1 – Incident Behavior* and *Clause 9.2 Harassment Free Workplace*. The DNRC Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement. If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible

for returning the employee(s) to the point of hire. The employee's departure time from the Incident Command Post (ICP) shall be within 12 hours, or a time specified by a Government representative following such a decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from the Contractor's payment. If the Contractor's employee(s) do not depart from the incident within the specified time period, the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from the Contractor's payment.

8.3 PERSONNEL REQUIREMENTS

8.3.1 Personnel Requirements - Fair Labor Standards Act (FLSA)

Contractors shall comply with the *Fair Labor Standards Act* when employing persons less than 18 years of age (Ref. 29 CFR 570). See website:

<http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf>.

8.3.2 English Speaking Requirement Communications between Contractor personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, and read and communicate the Incident Action Plan, safety alerts, etc. All radio communication on state-assigned frequencies shall be in English.

8.3.3 Incident Behavior It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Inappropriate conduct constitutes sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; and/or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (see *Clause 9.1 – Incident Behavior* and *Clause 9.2 – Harassment Free Workplace*).

8.3.4 Drug/Alcohol Non-prescription and federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident and potential suspension of their contract.

8.3.5 Compliance with Workers' Compensation Act Contractors are required to comply with the provisions of the Workers' Compensation Acts or applicable laws of each state while performing work within the respective state. Compliance must be in accordance with the *Idaho Administrative Codes*, the *North Dakota Administrative Codes*, and the *Montana Code Annotated (MCA) § 39-71-401, 39-71-405, and 39-71-417*. Proof of compliance must be in the form of documentation of current and valid workers' compensation insurance; an Independent Contractor Exemption; documentation of corporate officer status; as well as documentation that neither the Contractor nor its employees are employees of the Government. This insurance/exemption must be valid for the entire term of the Agreement.

8.3.6 First Aid/Emergency Evacuation/Accidents The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees, but any costs associated with further medical treatment will be the responsibility of the Contractor. If Contractor personnel are injured, the Government, at the Contractor's expense, may evacuate the injured person(s). If Contractor personnel become ill or are injured and required transport to a medical facility/hospital, the associated costs of the transport shall be at the Contractor's expense.

Contractor shall provide their representative with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

8.3.7 Food and Drink Contractors are required to provide sufficient food and drink to support contract employees while in travel status and the first shift of the incident. This is not reimbursed by the Government.

After that time, when Government subsistence at incident camps is available, meals for Contractor's operator(s) staying in camp will be furnished without charge. The Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

8.3.8 Remain Overnight Allowance (RON) This is not applicable for travel to and from an incident. Contractors are not paid per diem or lodging expenses to and from incidents.

When the Government cannot provide a campsite or meals, and if pre-approved by the host agency and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable. Food and drink would be based on established agency rates. Double occupancy of rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

The maximum RON that shall be allowed is based on the number of operators shown on the shift ticket as allowed by the Agreement. Payment shall be included as an addition on the Emergency Equipment Use Invoice (OF-286). Documentation of authorization shall be included.

8.4 SAFETY STANDARDS

8.4.1 Contractor Requirements For trailer-mounted mobile sink units the Contractor shall perform one microbiological test for total coliform bacteria upon arrival at the incident. The Contractor will be reimbursed for additional water testing fees if the Government requires a water sample to be submitted more than once every 30 days or if the Government chooses to change water sources, while the trailer-mounted mobile sink unit is assigned to the same incident. The costs of the additional water tests will be reimbursed by adding a credit to the final payment form. The purpose for the required additional water test shall be clearly documented on the invoice form.

Each person employed by the Contractor under this Agreement shall meet the following minimum requirements:

- a. All personnel shall annually complete Fireline Safety Refresher Training (RT-130) only if they will be staying in fire camp.

- b. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

8.4.2 Emergency Incident Driving The Contractor shall follow the driving regulations and work/rest guidelines listed in the SIIBM (PMS 902). The SIIBM can be found on the *Northern Rockies Coordinating Group's* website using the following link:

https://gacc.nifc.gov/nrcc/nrcg/committees/business_committee.htm The Contractor is responsible for complying with all other current federal, state, and local driving regulations and must adhere to camp speed limits as posted.

8.5 PERFORMANCE EVALUATIONS Performance evaluations will be completed at the incident, by the incident representative(s) supervising the work (*see Attachment D – Standard Contractor Performance Report*). The incident supervisor's signature is required, and the supervisor's name shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, a Government representative will complete a performance evaluation for work the Contractor performed under their supervision. The supervising Government representative will review the performance evaluation with the Contractor, record Contractor comments and obtain the Contractor's signature acknowledging completion of the evaluation. The Government representative will then give a copy of the evaluation to the Contractor at the incident and submit a copy to the Finance Unit for distribution to the Contracting Office and the host agency incident file. Evaluations will be sent to the following address:

DNRC Forestry Division Office
Fire Contracting: Karen Zarbolas
2705 Spurgin Rd
Missoula, MT 59804

9. PRICING

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. Refer to *Section 10 – Technical Specifications and Servicing* for additional equipment information. Proposed pricing for all line items will be evaluated for reasonableness.

1. Rates for equipment hired with Contractor furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and shall be in accordance with the following:
 - a. Meals:
 - i. One hundred percent ordered or meal count, whichever is greater shall be paid to the contractor. Meal count shall be documented on the shift ticket and signed by both the contractor and the Government.
 - ii. Government shall provide the onsite meal counter.
 - b. Mileage:
 - i. Contractor will be paid for travel to and from the incident from the equipment city they designated on the EERA (OF-294). Contractor must meet the date and time needed for the first meal.

c. Options:

- i. Optional items must be ordered through dispatch and documented on the resource order and the shift ticket.
- ii. Payment will be made on the basis of calendar days (0001-2400). For fractional days at the beginning and ending of the time of hire, payment will be based on 50% of the per meal rate for periods less than 8 hours.

9.1 RELOCATION FEE

Relocation fee shall be paid when requested, by the government, to move the mobile kitchen due to unforeseen circumstances not due to any negligence in the delivery or initial setup. One day notification is required so the Contractor can make necessary arrangements.

10. TECHNICAL SPECIFICATIONS AND SERVICING

10.1 Minimum Mobile Food Meal Requirements:

1. Quantities, variety and quality standards for meals are specified and are in accordance with the Eating for Health and Performance: The Wildland Firefighter 0651-2855- MTDC. The intent is for the Contractor to provide high quality meals while providing for variety. Additionally, provisions must be made for special meals to accommodate personal needs, which may vary from the standard menu.
 - a. Special meals shall have the same quality and equivalent quantity as the standard menu meals.
2. Frozen items shall not be frozen longer than the manufacturer "use by date".
 - a. Packaged items shall be used by the manufacturer's "sell-by or expiration date."
3. The Government is responsible for notifying the Contractor of the number of meals required 16 hours in advance for the initial dispatch.
4. The Government does not anticipate ordering hot or cold canned meals under this contract. If hot or cold can meals are ordered, additional notification time will be given. The hot and cold canned meals shall meet the same meal requirements as meals served on site.
5. Menus for 2 to 4 days shall be submitted within 24 hours of arrival at an incident by the Contractor for approval by the Government.
6. Subsequent menus shall be submitted prior to the current menu expiring, continuing for the duration of the incident.
7. The Government shall ensure that the variety and content proposed is in accordance with the contract specifications. The daily menus with portion sizes shall be posted at the dining area.

10.2 Standard Menu Requirements:

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

Hot Breakfast:

1. Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs (no egg product)
2. Meat - 4 oz. (raw uncooked weight)
3. Bread or Hot cakes or French Toast or Waffles - or equivalent starch (equal to 3 (1 to 1½ oz.) slices of bread overall total of 3-4 oz.
4. Potatoes - 6 oz. or equivalent starch (see Menu Variety).
5. Milk - 1/2 pint
6. Fresh Fruit or Canned Fruit - (no apples or oranges)
7. Chilled 100% Fruit Juice - 5½ oz.
8. Cooked Cereal - 6 oz. (see Menu Variety)
9. Additional Items for Hot Breakfast and Hot and Cold Can Breakfast:
In addition to the above, the items listed below shall be made available for the hot breakfast meals:
 - a. Brewed coffee, tea, hot chocolate, sugar, cream (or substitute), butter and margarine, instant hot cereal, jelly or jam, peanut butter, salt, pepper, salsa and hot peppers.
 - b. Mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles in the dining tent area.

Sack Lunches:

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

Definition:

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

4. The sack lunch consists of four categories of food items. In preparation of the sack lunches, no two items in each category shall be the same. To ensure variety, lunch items shall not be repeated in a three-day period.

NOTE: Pre-prepared sandwiches shall not be frozen.

Sack lunches shall consist of the following items:

Primary Meal – 1 Sandwich/Wrap:

- a. The sandwich shall be wrapped in plastic wrap or plastic bags.
- b. The sandwich shall contain two 1 to 1½ oz. slices of bread.
- c. The meat sandwich shall contain 4 oz. sliced whole muscle meat or a combination of sliced whole muscle meat and cheese or equivalent vegetarian substitute. Ground meat, such as meatloaf or ground beef patties, may be allowed if approved by the Food Unit Leader (FDUL).
- d. Appropriate individually packaged condiments shall be provided and not be put directly on the sandwich.

Entree 2 - Variety Item:

- a. Contractors shall select 1 item from this category. Contractors may choose a variety of items for the secondary meal including a second sandwich.

Salads, Fresh Fruit, and Fresh Vegetables – Contractors shall select 2 items from this category:

- a. Salads - Shall be made with a non-mayonnaise base. When served as a side shall have a minimum volume of 4 oz.
- b. Fresh Fruit - Acceptable whole fruits may be apples, pears, stone fruit (peaches, nectarines, plums, etc.), oranges, bananas, etc. Whole fruits shall be equivalent in size to 100 count apples or 88 count oranges. Fruits requiring packaging shall be a minimum volume of 8 oz. cup.
- c. Fresh Vegetables - Shall be a minimum volume of 8 oz. cup.

Energy Snacks – Contractors shall select 6 items from this category.

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

Paper Napkin and Pre-Moistened Towelette - Two each

Hot Dinners:

Hot dinners shall include the items and quantities identified below.

1. Whole/Full Muscle Meat (Raw Weight):

- a. Steak -10 oz. (boneless) or 14 oz. (bone-in), or
- b. Beef - 10 oz. (boneless) or 14 oz. (bone-in), or
- c. Beef and Pork Ribs - 10 oz. (boneless) or 18 oz. (bone-in), or
- d. Pork - 10 oz. (boneless) or 14 oz. (bone-in), or
- e. Lamb - 10 oz. (boneless) or 14 oz. (bone-in), or
- f. Poultry - 10 oz. (boneless) or 14 oz. (bone-in), or
- g. Ham – 8 oz. (boneless) or 12 oz. (bone-in), or
- h. Fish – 8 oz.

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

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

2. Second Entrée (Non-Meat) – Shall contain 4 oz. or more of non-meat protein:
 - a. Non-Meat Protein for Dinner – BBQ Beans, vegetarian patty, vegetarian hot dog, Tofu, soybean product, tempeh, quinoa, hummus, and assorted beans.
3. Vegetables - 4 oz
4. Potatoes - 6 oz. or equivalent starch
5. Bread - Two 1 to 1½ oz. slices or equivalent starch
6. Milk - 1/2 pint
7. Dessert - 4 oz
8. Self-Service Salad Bar shall contain:
 - a. Five salad toppings,
 - b. One tossed green salad with equal amounts of three types of leafy vegetables,
 - c. Two prepared salads,
 - d. One fruit or fruit salad,
 - e. Three types of salad dressings (regular and/or low/non-fat),
 - f. Three salad condiments
9. Additional Items for Hot Dinners:
In addition to the above, the items listed below, shall be made available for the hot dinner meals:
 - a. Butter and margarine, jelly or jam, peanut butter, mustard, ketchup, steak sauce, salt, pepper, brewed coffee, sugar, cream (or substitute), tea and hot chocolate. Mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles in the dining tent area.
 - b. Salsa and hot peppers shall also be made available, in appropriate serving containers.

D. Menu Variety:

1. Contractor Weekly Menus shall be approved by the Government in advance.
2. Menu items shall provide variety on a daily basis as to the types of meat and bread used in sandwiches, other sack lunch entrees, snacks, juices and other meal items served.
3. Menus may include a wide variety of recipes.
4. Pre-cooked items after the fourth meal must be approved by the Government and shall be approved on a limited basis only. If meat is an ingredient of a pre-cooked item, the meat portions per meal must meet the meat quality standard defined in Quality Standards.

5. Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop-suey, or casseroles may be used as approved by the Government.

The following are examples of variety options:

Meat:

1. Beef/Bison:

- a. Steaks - rib, loin, T-bone, New York, sirloin, cubed, and filet.
- b. Roast - Prime rib and sliced roast
- c. Short Ribs - baked, broiled and barbecued.
- d. Ground Beef - lasagna, meat loaf, meatballs in spaghetti sauce and ground beef patties.

2. Pork:

- a. Chops - loin cut
- b. Spareribs
- c. Country style ribs
- d. Barbecued
- e. Roast - sliced and tenderloin.
- f. Ham - sliced.
- g. Sausage

3. Lamb:

- a. Chops
- b. Grilled
- c. Barbecued

4. Poultry:

- a. Sliced or whole pieces or parts (such as breast, wing, thigh, or leg)

5. Fish:

- a. Grilled
- b. Baked
- c. Fillets
- d. Steaks

6. Processed Meat Items:

- a. Pastrami
- b. Polish/Italian sausage
- c. Corned beef

7. Breakfast Meat:

- a. Ham
- b. Bacon
- c. Sausage
- d. Steak

- e. Pork chops
- 8. Eggs - Fried, Hard-boiled, Poached, Omelets, and Scrambled.
- 9. Bread and Equivalent Starches - wheat, white, 7-grain, rye, pumpernickel, French, garlic, biscuits, muffins, rolls, croissants, bagels, cornbread, donuts, sourdough, tortilla, and pita pocket
- 10. Dry Cereal - Varieties of flaked, toasted, or baked cold cereals and granola.
- 11. Hot Cereal - Oatmeal or grits, Cream of Wheat®, etc.
- 12. Fruit - oranges, tangerines, apples, bananas, grapes, pears, peaches, plums, nectarines, grapefruit, or melons
- 13. Dried Fruit - apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins or other dried fruit
- 14. Vegetables - broccoli, cauliflower, asparagus, corn, peas, green beans, mixed vegetables, etc.
- 15. Non-Meat Protein - BBQ beans, vegetarian patty, vegetarian hot dog, Tofu, beans, soybean product, bean burritos, peanut butter, cheese, tempeh, quinoa, and hummus.
- 16. Potatoes and Equivalent Starches - baked, mashed, fried, boiled, scalloped, rice, stuffing, pasta, sweet potatoes, or yams
- 17. Juice - orange, tomato, grape, V8®, type, apple, cranberry, or pineapple
- 18. Sandwich Meat and/or Cheese - ham, corned beef, roast beef, turkey, pork, beef pastrami, chicken, cheddar, Swiss, or other natural cheese, excluding American processed cheese.
- 19. Salad Bar
 - a. Salad Toppings - kidney, garbanzo or pinto beans; carrots, mushrooms, celery, cauliflower, green/red bell peppers, broccoli, cheese, cottage cheese, beets, peas, tomatoes, eggs, cucumbers.
 - b. Prepared Salads - macaroni, carrot and raisin, potato, pea, gelatin, coleslaw, fruit, rice or pasta salads
 - c. Tossed Salad Greens - romaine, endive, iceberg, green leaf, red leaf, butter, spinach, or cabbage
 - d. Fruit - melons, peaches, grapes, bananas, strawberries, pears, apple sauce or seasonal fruit.
- 20. Salad Dressings
 - a. Regular and low/non-fat French, Ranch, Italian, vinaigrette, Thousand Island, Blue Cheese, etc.
- 21. Salad Condiments
 - a. Croutons, wheat nuts, sunflower seeds, crackers, taco chips, bread sticks, olives, pickles, or other fresh pickled or marinated vegetables
- 22. Dessert

- a. Cakes, cookies, pies, cobblers, puddings, pastries or ice cream

23. Tea

- a. Black, herbal, green, and spiced flavored tea may be served in addition to regular tea at the Contractor's option

24. Milk

- a. White, (Whole, 2%, or Skim), and Chocolate

25. Snack Varieties

- a. Candy bars bagged candy, trail mix, cookies, and brownies.
- b. Granola bars, energy bars, fresh vegetables, pretzels, shelled nuts.
- c. Factory packaged meats such as dried meats, sausage, pepperoni, jerky, etc., are acceptable.
- d. Processed cheese and cheese food products are allowed for this item only.
- e. The Government retains its full right to reject any product offered under this paragraph if the quality of the product is rejected by users.
- f. For variety, two different products shall be used each day.

E. Cooking Requirements:

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

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

F. Serving Container Requirements:

1. Milk - Shall be available in individual cartons, approved milk dispensers, or must be served from cartons or jugs.
2. Juice - Shall be available in individual pop-top cans, non-crushable paper/foil-type containers, and re-sealable plastic bottles. Approved dispensers may be used.
3. Desserts - Shall be either served at the serving line, or in individually wrapped dishes, or covered for protection from contamination if served at a dessert bar.
4. Salad Dressing and Condiments - Shall be available in individual packets, approved dispensers, or original bottles. Salsa and hot peppers shall be served in approved containers at the salad bar.

5. Bread - Shall be either served at the serving line or covered for protection from contamination if available at a salad bar. Tongs are required for self-service.
6. Dry Cereal - Cold cereal shall be available in individual boxes or in approved bulk dispensers.

G. Food Quality Standards:

1. Beef - Fresh or fresh frozen whole/full muscle USDA inspected, USDA Choice or better, with 1/4-inch trim.
 - a. No more than 15% pump in all pre-cooked and/or further processed beef items with the exception of corned beef brisket, which may be 20%.
 - b. The term "whole muscle" in this section shall mean whole muscle or sliced from whole muscle. No soy additives shall be included in beef products.
2. Ground Beef - USDA inspected 100 % ground beef or ground beef patties meeting USDA ingredient and labeling requirements, not to exceed 20% fat.
3. Pork - USDA inspected, USDA Grades 1-4. Bacon, sausage, and whole/full muscle pork items. Whole/full muscle cured ham and natural juices or cured ham with water added not to exceed 15% pump (ham and water product, ham with water and isolated soy protein added and turkey ham is not allowed).
4. Cornish Game Hens - Whole/full muscle, USDA inspected, need not be USDA Grade A.
5. Poultry - Whole raw chicken shall be obtained from USDA inspected facilities and shall be USDA Grade "A" whole/full muscle.
 - a. Cut raw chicken product shall be obtained from USDA inspected facilities and may be USDA Grade "A" or equivalent.
 - b. Cooked product that does not have a USDA grade shall have been obtained from USDA inspected facilities and purchased from among the suppliers' top-quality labels.
 - c. Acknowledgement of a top-quality (Best Label) and equivalent product does not necessarily constitute acceptance as an end product if that product is otherwise objectionable in appearance, taste, or quality.
 - d. Processed or precooked turkey shall not exceed 3 lobes per product of breast meat only.
 - e. No more than 15% pump in all processed or precooked poultry items. (No chunked, chopped, and/or formed product allowed).
6. Lamb - USDA inspected; USDA Choice or better; fresh, whole/full muscle. No more than 15% pump in all USDA Choice pre-cooked or further processed lamb items. No soy additives shall be included in lamb products.
7. Fish - Whole muscle steaks or fillets (no chunked, chopped, formed, pressed or imitations).
8. Dairy Products - Pasteurized, USDA Grade A or better
9. Cheese - Natural cheese. No imitation cheese, cheese product, cheese food, or cheese spread allowed except in factory wrapped - commercially available products as burritos, Hot Pockets®, chimichangas,

etc., needed for sack lunches. The Contractor shall use natural cheese if these items are made at the incident.

10. Fresh Shelled Eggs - USDA inspected, Grade A.
11. Frozen or Liquid Whole Egg(s) - USDA inspected and pasteurized. No egg product
12. Canned Vegetables - US No. 1 or equivalent (top label)
13. Canned Fruits - US No. 1 or equivalent (top label)
14. Fresh Fruits and Vegetables - First Quality. When grading is available, fruit in the sack lunches must be U.S. #1 or better.
 - a. The Contractor shall provide documentation that validates that the quality of the product is equal to U.S. #1 or better. Containers, cases, and crates shall be marked for grade.
15. Frozen Fruits and Vegetables (All Meals) - Grade A.
16. Juice – Shall contain 100% fruit juice, 100% fruit juice blend, or 100% vegetable juice. All juice must be pasteurized.
17. Dry Cereal (Breakfast) - Vitamin enriched.
18. Canned Goods and Prepared Items for Sack Lunch (Second Entree Only) - Top label or equivalent. All burritos or similar product containing meat shall be USDA inspected.
19. Bread - Enriched or whole grain
20. Coffee - High quality, Columbian or better
21. Tea - High quality
22. Oil - Pure vegetable oil and/or olive oil, no trans fats.
23. Prepared Salads - High quality
24. Canned Tuna Fish - Chunk Light Tuna, Dolphin-safe, and water packed.
25. Beef Jerky - Sliced dried beef

H. Staffing and Personnel Requirements:

All Contractor personnel shall comply with Safety Standards. Contractors shall comply with the Montana Child Labor Standards Act when employing persons less than 18 years of age (Ref. MCA 41-2-107).

Commercial Driver's License (CDL) with appropriate endorsements and medical card valid for the state in which the operator resides.

Personnel shall maintain a clean and sanitized working environment at all times. This is to include that all personnel wash their hands thoroughly according to state regulations when handling food, working the kitchen, and when in contact with customers (Fire Crew).

In addition, eating surfaces shall be cleaned and sanitary before, during, and after meals to reduce any instance of possible contamination or food borne illnesses.

Personnel shall wear proper PPE during all meals to include hair/beard nets, full aprons, and approved food grade gloves.

A Mobile Food Service Unit (MFSU) meeting all standards cited in *Equipment Requirements*, shall consist of a trailer(s) (where the cooking is done) and all peripheral pieces of equipment and trailers necessary to support the MFSU (such as dry goods, refrigeration, etc.).

A MFSU shall be capable of feeding a minimum of 50 and up to 149 persons for an unspecified number of meals. (Unless otherwise requested or specified). The meals provided shall include breakfast, dinner, and sack lunches.

A MFSU shall provide all cooking and serving equipment, eating utensils, dishes and cups. Utensils shall be heavy weight and factory wrapped. All drinking cups shall be a minimum of 12 ounces. All disposable products shall comply with bio-preferred requirements or shall be made of bio-based materials capable of withstanding a minimum temperature of 160 degrees F. <https://www.biopreferred.gov/BioPreferred/>

The MFSU must meet all state or local health department regulations and have a current license issued by said department. All vehicles/trailers shall be inspected through the appropriate State Health Department. Listed below are the minimum equipment requirements for a MFSU.

1. Equipment Requirements:

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

walls and ceiling meet shall be sealed. Walls and ceilings shall have a smooth finish to allow easy cleaning.

- h. All plumbing equipment shall preserve potable water quality throughout the kitchen unit and peripheral equipment where potable water is stored and used. No galvanized pipe, fittings, or fixtures are allowed in the food zone, or food splash zone per National Sanitation Foundation (NSF) standards. Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed.
- i. Light fixtures, light bulbs and light tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent meeting UL specifications. All non-dedicated electrical receptacles will be ground fault protected.

2. Steam Table (Electric or Gas):

- a. Steam tables or hot holding equipment shall be able to maintain hot food at a minimum of 135 degrees F. Steam tables shall be used for serving only (not food preparation or reheating foods).

3. One (1) Three-Compartment Sink:

- a. One (1) three-compartment stainless steel sink for washing, rinsing and sanitizing. Sink shall be located in a manner that prevents the materials being washed from being exposed to outside elements (dirt, flies, etc.).
- b. The sink shall be equipped with continuous gravity flow or pressurized hot (120 degrees F) and cold running water.
- c. The sink dimensions must accommodate all of the cooking pans being utilized.
- d. The sink shall be equipped with a mixing faucet capable of servicing any sink compartment.
- e. The sink shall have smooth sanitary drain boards or equivalent drying area shall be available.

4. Hand Washing Sinks for Contractor Personnel:

- a. Hand washing sinks shall be provided within all food preparation, cooking, serving, and ware washing area(s). Hand washing sinks are to be used for hand washing only and shall be labeled as such (for example, "Hand Washing Sink").
- b. Optional Hand Washing Sinks for Incident Personnel
Each individual mobile hand washing station shall have the following:
 - i. Minimum of two (2) sinks per unit.
 - ii. Shall have potable water and gray water holding capacity (separate tanks or plumbed in to kitchen). Potable water tank shall be constructed of food grade safe, non-corrosive and nonabsorbent material. Tank shall have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning. The access port opening shall be flanged upward at least 13 mm (1/2 inch) and be equipped with a cover to overlap the opening. The entire inside of the tank shall be visible for an ocular inspection. The tank shall be sloped to drain completely. Each tank shall have the size and description stenciled on it in letters no less than 4 inches high (for example: "100 GAL - POTABLE WATER" or "100-GAL GRAY WATER")
 - iii. Each wash basin shall provide hot and cold water through a mixing faucet that allows for the washing of both hands while the water is running and have continuous hot water heating capable of maintaining 101 degrees F.
 - iv. The Contractor shall provide one paper towel dispenser and one phosphate-free liquid soap dispenser for every two sinks. Contractor shall provide garbage can.
 - v. Mirrors are optional.

vi. Adequate self-contained outside lighting for use of the hand washing station in darkness.

5. Ventilation Equipment:

- a. An electrically powered exhaust hood ventilation system with grease filters or screens shall be provided over all cooking equipment to adequately remove cooking odors, smoke, steam, grease and vapors. The use of galvanized hoods, filters, or screens is prohibited.
- b. Grease filters shall be constructed from stainless steel, aluminum or other (NSF approved material), and be readily accessible for cleaning.
- c. All exhaust hood ventilation systems shall be equipped with NFPA approved automatic fire extinguisher systems.

6. Waste Receptacles:

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

7. Storage of Cleaning Supplies, Insecticides and Clothing:

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

8. Sneeze Guards:

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

9. Refrigeration/Freezer Storage Unit(s):

- a. Food in refrigeration and freezer storage units shall be stored a minimum of 6 inches off the floor; 4-inch plastic pallets may be used. Adequate access must be provided; walking on pallets is not an acceptable access.
- b. A minimum of 512 cubic feet of refrigeration storage space shall be capable of maintaining stored food at a temperature of 41 degrees F, or lower and 336 cubic feet of freezer storage space shall be capable of maintaining frozen food at 0 degrees F.
- c. Refrigeration and freezer storage units shall be equipped with a thermometer that is equivalent to a "minimum/maximum" type or a "continuous graphing" type. The thermometer shall be placed within 8 feet from the entrance.
- d. Refrigeration and freezer storage units shall have shelving that is non-absorbent, non-corrodible, and easily cleanable. Wood is not acceptable.

10. Potable Water Storage Tank:

- a. Equipment necessary to store potable water (for kitchen use only) is required.
- b. Tank material shall be constructed of food grade safe, non-corrosive, and non-absorbent material.
- c. Tank shall have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning. The access port opening shall be flanged upward at least 13 mm (1/2 inch) and be equipped with a cover to overlap the opening. The entire inside of the tank shall be visible for an ocular inspection. Tanks shall not be constructed of fiberglass regardless of the coating.
- d. Tank shall be sloped to drain completely. Each tank shall have the size and description stenciled on it in letters no less than 4 inches high (for example, "100 GAL - POTABLE WATER").
- e. All hoses shall be labeled for the intended use.

11. Pumps:

The potable water/food-grade pump shall have the capacity to transfer the potable water a minimum of twenty (20) feet vertical. Only water transfer pumps which can be readily disassembled to

demonstrate the condition of the impeller and impeller chamber shall be used. Internal pump water contact surfaces, including seals, bearing, and lubricants must be constructed from food grade materials and must be smooth, non-porous, and corrosion resistant and use acceptable food grade lubricants.

The Contractor shall have available at all times the manufacturer's product data sheet that demonstrates the materials in the pump housing are made of food grade material or states the pump is suitable for domestic or potable water use.

Provide color photos of the impellers on the water pump. Ensure all photos are clearly labeled describing what is in each photo.

12. Kitchen Unit Gray Water Storage:

- a. Storage capacity for gray water storage shall be provided. The storage container(s) shall have the size and description stenciled on the container in letters no less than 4 inches high (for example, "100 GAL - GRAY WATER"). All hoses shall be labeled for the intended use.

13. Sandwich Preparation Area:

- a. Preparation of sandwiches or other perishable items on site must be done inside the enclosed kitchen unit(s).

14. Food Service and Sack Lunch Assembly Area:

- a. Tents or trailers with insect and dust protection shall be used for food service and sack lunch assembly.

15. Salad Bar Area:

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

16. Additional Safety Equipment:

- a. Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs.
- b. All Stationary equipment shall have oil spill containment kits consisting of both pads and pans, under the fuel tank, engine, and any other petroleum containers, except miscellaneous "fuel containers" under 5 gallons. Stationary equipment is defined as that remaining in one position for 24 hours or more, or that is parked in the same location for over 24 hours.
- c. A fire extinguisher rated meeting requirements for kitchens shall be installed in an easily visible and accessible location.

11. PAYMENTS

Payment will be made on the basis of calendar days (0001-2400). The host agency for each incident is responsible for payments. The payment office will be designated in Block 9 on the Emergency Equipment Use Invoice (OF-286).

Time under hire shall start at the time the resource begins traveling (from point of hire) to the incident after being ordered by the Government (not at the time of dispatch), and end at the estimated time of arrival back to the point of hire after being released, except as provided in *Section 14 – Exceptions*.

The Finance Unit will work in tandem with Logistics to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Agency Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

12. TIMEKEEPING/INVOICING PROCESS

1. After each operational period worked, meal count, and any optional equipment used will be verified and approved by the Government Agent responsible for ordering and/or directing use of the resource. Time will be recorded to the nearest quarter hour worked.
2. The Government will verify the paid terms on an Emergency Equipment Shift Ticket (OF-297). The Government and the Contractor representatives will sign the OF-297 verifying the paid items.
3. The Finance Unit or designated representative will post the paid items to an Emergency Equipment Use Invoice, (OF-286). When the resource is released to return to the designated equipment city, the Finance Unit will close out the invoice including estimated mileage for return travel.
4. The incident will submit a payment package including original invoices and shift tickets, a copy of the Agreement, and the resource order, and any supporting documentation regarding claims, additions or deductions to the designated incident agency's payment office. The Contractor will be given a copy of all payment documents at the incident.

13. ORDER CANCELLATION

If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with *Section 11 – Payments, Section 12 – Timekeeping/Invoicing Process, Section 13 – Order Cancellation, and Section 14 – Exceptions.*

14. EXCEPTIONS

- a. No further payment will accrue during any period that the resource under hire is not in a safe or operable condition, or it is otherwise unavailable. Payment will be based on the calendar days the resource was operational, as documented on the shift ticket.
- b. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue, and the Contractor shall bear all costs of returning resources to the point of hire.
- c. After inspection and acceptance for use, resources that become inoperable and cannot be replaced or repaired at the site of work by the Contractor within 24 hours, may be considered as being withdrawn by the Contractor in accordance with *item b.* above, with the exception that the Government shall pay return travel. The Government shall calculate travel based on normal release of resource. The Contractor shall bear any additional cost of returning resource and/or operator(s) to the point of hire.

- d. No payment will accrue when the Contractor is off shift in compliance with mandatory work/rest guidelines.

15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with *35-1-1026* and *35-8-1001, MCA*. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

16. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

17. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

17.1 AGREEMENT This Agreement consists of 24 numbered pages, plus attachments, and Contractor's response, as amended. In the case of a dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

17.2 ENTIRE AGREEMENT These documents are the entire Agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all the parties.

18. WAIVER

The Government's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

TYPE III CATERING AGREEMENT

ATTACHMENTS

- A. DNRC General Clauses to the EERA (OF-294)
- B. Standard Terms & Conditions
- C. Standard Contractor Performance Report
- D. Agency Contact Information/State Payment Offices

Date

Contractor's Authorized Representative

Date

Department of Natural Resources and Conservation