



STATE OF OREGON

2022-2024

Incident Resource Agreement

TYPE 3 MOBILE FOOD SERVICES



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INTRODUCTION

Welcome to the ODF Incident Resource Agreement Portal. The 2022-2024 ODF Type 3 Mobile Food Services Incident Resource Agreement (IRA) is available for vendor application through August 15, 2022. ODF will consider processing additional applications after the August 15 deadline as conditions necessitate.

INSTRUCTIONS FOR COMPLETION

1. Read and ensure your understanding of the provisions, terms, conditions, and requirements of this Agreement.
2. Complete and sign the applicable **Resource Information & Rate Sheet** (Attachment AM). This form can be completed electronically [with Adobe PDF](#). Clear and Legible printed application documents will be accepted.
3. Provide copies of all applicable documents, certificates, photos, and other required information as listed in #4.
4. Submit the following to the PCSU.
 - a) Completed **Resource Information & Rate Sheet** (Attachment AM)
 - b) General Liability, Auto and Workers Compensation Insurance Certificates
 - c) Food Manager/Food Handler Certificates approved in Oregon
 - d) Health Authority Inspection Report for Mobile Food Service Units/Caterers
 - e) Photos of the kitchen/catering unit(s) being offered.

PCSU Mailing Address:

Email (preferred): PCSU@odf.oregon.gov
Physical Address: Oregon Department of Forestry
Protection Contract Services Unit (PCSU)
2600 State Street, Bldg. D
Salem OR 97310

Once your application packet has been received, you will be notified via email within 48 hours. Your application will be reviewed and processed. You will be contacted if additional information or documents are required.

Fully executed 2022-2024 IRAs will be identified with an Agreement Number that is consistent with [IROC](#) for dispatching and tracking purposes and will be emailed to you.

We expect a turn-around time for fully executed IRAs to be emailed to **Resource Providers** no later than 7 business days after the application package has been received if all required documents submitted are complete*.

** Mailed hard copies of application documents may extend the turn-around time for the **Resource Provider** to receive fully executed IRAs.

SECTION 1 –GENERAL TERMS AND CONDITIONS

Purpose

This Agreement sets forth the terms and conditions under which the **State** shall hire **Resources** for district use during wildfire Incidents, under the authorities of [ORS 477.406](#) and [ORS 279A.025\(2\)\(n\)](#).

This Agreement does not guarantee that a **Resource Provider** will receive a request to provide **Services**. Nothing in this Agreement shall preclude the **State** from utilizing resources from any source prior to or instead

of the resources provided by the **Resource Provider** pursuant to this Agreement when, at the discretion of the **State**, such utilization is in the public interest of effectively and efficiently deploying available resources for an existing fire situation.

All **Resources** provided by the **Resource Provider** shall meet and comply with all of the applicable terms and conditions of this Agreement for the entire term of the Agreement.

Scope

This Agreement is for mobile food services resources for wildland fire suppression support provided to the **State** by the **Resource Provider**. The needs of the **State**, and availability of the **Resource Provider's** personnel and equipment during an emergency, cannot be determined in advance. Upon request by the **State**, and to the extent willing and able, the **Resource Provider** shall furnish the **Resources** listed on the applicable **Resource Information & Rate Sheet** (Attachment AM), and in accordance with the specific details of the applicable **Resource Order**.

All **Services** required to be performed by the **Resource Provider** shall be performed in accordance with the highest applicable professional or industry standards and in compliance with the terms and conditions of the Agreement.

The minimum age for incident resources is 18 years of age. Persons under 18 years of age shall not perform duties during wildland fire management operations.

The **Services** under this Agreement occur during wildfire Incidents when the working environment may include very hazardous conditions. It is imperative the **Resource Provider** utilizes only **Qualified** personnel when filling **Resource Orders** under this Agreement.

Equipment Furnished under this Agreement

- Shall be in safe and operating order with the capability of completing the work under this Agreement as documented on the **Resource Order**. The **State** reserves the right to reject equipment that is not in safe and operable condition. Equipment that is determined to be unsafe at any point in time, or inoperable, shall not be reimbursed for travel and is not considered On-Shift.
- May be subject to extreme environmental and strenuous operating conditions. Conditions include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky environments. As a result, by entering into this Agreement, the **Resource Provider** agrees that what is considered wear and tear under this Agreement is in excess of what the equipment is subjected to under normal operating conditions and is reflected in the rates agreed upon in the **Resource Information & Rate Sheet** (Attachment AM).
- The **Resource Provider** shall be responsible for all equipment, materials, supplies, transportation, and **Qualified** personnel necessary to meet or exceed the Agreement requirements.

Definition of Terms

Authorized Government Representative (AGR) – A Government employee with the authority to execute **Resource Orders** and direct resources for wildland fire incident support. This may include employees of authorized federal government agencies, the Oregon Department of Forestry and designated Forest Protective Associations.

Demobilized for Cause – Demobilization of a **Resource** based on human action (not dispatch location or equipment non-compliance) including, and without limitation, unsafe practices, insubordination, drug or alcohol violations, discrimination, harassment, weapons violations, theft, hostile working environment, or other conduct not specifically addressed that is unlawful or inconsistent with the requirements of this Agreement.

Designated Dispatch Location (DDL) – The physical location from which a **Resource** assembles and is dispatched as identified in Attachment AM.

Food Unit Leader (FDUL) – The **AGR** that is responsible for determining the food and hydration needs of personnel assigned to wildland fire incidents, including providing potable water, planning menus, determining required cooking facilities, food preparation, safety, serving, and general maintenance of the food service areas.

Incident Management Team (IMT) –The **AGRs** responsible for managing a wildfire Incident.

On-Shift – The period of time that is compensable while the **Resource** is **Under Hire**. This includes travel to and from the **Point of Hire** and/or other travel necessary for the performance of work (such as from base camp to fire line), actual hours worked, time spent performing vehicle cleaning for noxious weed control, and time when a **Resource** is held, by direction or ordered, to a specific location, fully outfitted and prepared for an assignment.

Operator – The person who is driving and in charge of physically operating equipment. A person shall not be considered an **Operator** unless the person is fully **Qualified** and appropriately trained to operate the equipment prior to any Incident.

Point of Hire – The physical location from which a **Resource** is hired, which may be the **Designated Dispatch Location**, an Incident managed by the **State**, or other location agreed upon by the **Resource Provider** and the **State**.

Qualified – A person who has a recognized degree, certification, professional standing, knowledge, training, or experience, and has successfully demonstrated the ability to perform the work, solve or resolve problems relating to the work, subject matter, or project.

Resource – **Resource Provider's** personnel or equipment performing duties under the terms of this Agreement.

Resource Order – The form used by the **State** to obtain and document the **Resource Provider's Services** for an Incident assignment.

Resource Provider – The person or company who possesses or controls the use of the personnel and equipment, as well as who provides **Resources** under the terms of this Agreement. The **Resource Provider** is not an agent, employee, or officer of the **State**.

Self-Sufficient – To supply one's own needs on an Incident assignment, without **State** assistance.

Services – All wildland fire suppression support activities or other **Services** ordered or provided under this Agreement.

State – The **State** of Oregon, Department of Forestry, its officers, employees, agents; Douglas Forest Protective Association, Coos Forest Protective Association, and Walker Range Protective Association.

Statement of Work – A written or oral Statement that describes the tasks or areas of responsibility the **Resource Provider** is to perform at a particular locale during a stated period, including objectives and deliverables to be provided, which may be subject to change based on changing fire conditions.

Subsistence - Food and drink for an Incident assignment, generally at specified intervals but also available as needed to accommodate Incident conditions. **Subsistence** may also include those items normally provided in fire camp, such as showers, restrooms, camping, or sleeping facilities, etc.

Under Hire - The period of time, whether compensable (**On-Shift**) or non-compensable (off-shift), that begins at the estimated departure time agreed upon by the **Resource Provider** when a **Resource** is dispatched by the **State** and that ends at the arrival time of the **Resource** back at the DDL or other **Point of Hire**.

Agreement Provisions

Independent Contractor Status

The **Resource Provider** is an independent contractor and not an agent, employee, or officer of the **State**, and shall not make representations to third parties to the contrary. Neither the **Resource Provider** nor the **State** shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

Although the **State** reserves the right to evaluate the quality of the completed performance and determine and modify the delivery schedule for the **Services** to be performed, the **State** cannot and shall not control the means or manner by which **Resource Provider** performs the **Services**, except to the extent the means and manner in which the **Services** are to be provided is specifically set forth in an applicable **Statement of Work**. The **Resource Provider** is responsible for determining the appropriate means and manner of performing the **Services**.

Term of Agreement

The term of the Agreement will commence on the date of the fully executed Agreement and expire on December 31, 2024; unless terminated sooner as provided below.

The Agreement may be terminated by mutual, written agreement of the **Resource Provider** and the State.

The Agreement may be terminated by the **State** at its sole discretion, for any reason or no reason, upon 30 days written notice to the **Resource Provider**.

The **State** may terminate the Agreement, at no expense to the **State**, immediately or upon such conditions as are contained in a written notice, if the **Resource Provider** is in default with the terms and conditions of this Agreement.

The **Resources Provider** may terminate the Agreement, if the State is in default and such default is not cured within 60 business days after the **Resource Provider's** delivery of a notice of default to the **State** or such longer period as the **Resource Provider** may specify in such notice.

Default

The **Resource Provider** shall be in default of this Agreement under the following circumstances:

- The **Resource Provider** institutes or has instituted against it, insolvency, receivership, or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- The **Resource Provider** no longer holds a license or certificate that is required to perform its obligations under this Agreement; or
- **Resource Provider** misrepresentation of DDL **Resource** assembly and dispatch protocols; or
- The **Resource Provider** commits any material breach or default of any covenant, warranty, obligation, or certification under the Agreement.

The **State** shall be in default of this Agreement if the **State** commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement.

Remedies

If a **Resource Provider** is in default of the Agreement, the **State** is entitled to the following remedies:

- Recovery of any and all damages suffered as the result of the **Resource Provider's** default, including but not limited to direct, indirect, Incidental, and consequential damages and damages provided by any other applicable Oregon law.
- Termination of the **Resource Provider's** Agreement.
- Initiation of an action or proceeding for specific performance or declaratory, injunctive, or equitable relief.
- Exercise of its right of setoff and withholding of monies otherwise due and owing.

These remedies are cumulative to the extent the remedies are not inconsistent, and the **State** may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

If the **State** is in default of the Agreement, the **Resource Provider** is entitled to Terminate this Agreement as provided in the Termination section.

Compliance with Applicable Laws, Standards and Policies

The **Resource Provider** shall be responsible for ensuring that all of the **Resource Provider's** personnel comply with the provisions of this Agreement and any failure to enforce this provision may result in all remedies and penalties permitted under this Agreement.

During the Term of the Agreement, the **Resource Provider** shall comply with all federal, **State**, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement and any **Resource Order**, including without limitation, the following:

[The US Department of Labor Fair Labor Standards Act](#)
[OR-OSHA, OAR Chapter 437, Occupational Safety and Health Codes](#)
[Oregon Bureau of Labor Minimum Wage Rates for Workers](#)

Compliance with State of Oregon and Federal Tax Law

The **Resource Provider** shall comply with all Oregon tax laws. Oregon State agencies and certain political subdivisions are prohibited from entering into contracts or Agreements with providers of goods and/or **Services** who are in violation of "any Oregon tax law."

"Any Oregon tax law" includes, but is not limited to, [ORS Chapters 118, 119, 314, 316, 317, 318, 320, and 323 and sections 10 to 20, Chapter 533](#), Oregon Laws 1981, as amended Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief, Department of Revenue, [ORS 305.610](#).

Prohibition of Drugs/Alcohol

Resource Provider and personnel are prohibited from engaging in the manufacture, distribution, dispensing, or unlawful possession or use of controlled substances under federal law (includes marijuana) or alcohol: (a) while on **State** property; (b) while in fire camp; (c) while **Under Hire**; or (d) at any time while providing **Services** under this Agreement.

Unlawful or Criminal Actions

Violation of **State** or federal laws by **Resource Provider** or **Resource Provider's** personnel, while **Under Hire** may result in termination of **Resource Provider's** Agreement.

Prohibition of Dangerous Weapons

Resource Provider and personnel shall not possess firearms or other dangerous weapons (as defined in [18 USC 930 \(g\) \(2\)](#)) while: (a) on **State** property; (b) in fire camp; (c) **Under Hire**; or (d) at any time while providing **Services** under this Agreement. The term "dangerous weapon" does not include a pocket-knife with a blade less than 2 ½ inches in length, nor for the purposes of this agreement does the term include multi-purpose tools or common cooking utensils.

Discrimination and Harassment-Free/Violence Free Workplace

Resource Provider and personnel shall conduct themselves so as to ensure the maintenance of a work and rest environment free from behavior, action, or language that is or may be perceived by others as threatening, offensive, hostile, intimidating, violent or abusive. Harassment or discrimination in any form is unacceptable conduct and will not be tolerated. Reference: [Oregon Department of Administrative Services Policy 50.010.01](#). The **Resource Provider** shall have a policy and practice that prevents Sexual Harassment, Sexual Assault and Discrimination against members of a Protected Class, [OAR 125-246-330\(5\)](#).

Resource Provider and personnel shall not damage property of others, or act in a way that expresses or is reasonably perceived to express intent to cause damage to property of others.

The **State** reserves the right to verify the **Resource Provider's** compliance with applicable laws at any time during the term of the Agreement.

Resource Standards

The **Resource Provider** shall ensure that the following resource standards are met for the duration of the **Agreement**:

Vehicles

- All vehicles shall be covered by vehicle insurance in accordance with all applicable federal and state requirements.
- Any vehicle under the ownership or control of the **Resource Provider** shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles shall comply with Department of Labor regulations at [29 CFR 500.104](#).
- Vehicles other than passenger vehicles which are driven more than 75 miles shall comply with DOT Regulations referenced at [29 CFR 500.105](#).
- The **Resource Provider** is responsible for providing all fuel, oil, and maintenance.
- The **Resource Provider's** vehicles shall have clearly visible external identification. The identification shall be located on front driver side and passenger side doors. At a minimum, the identification shall include the **Resource Provider's** business name as it appears on the Agreement.

Laundry Service

If the **State** establishes laundry service at an Incident, **Resources** will be allowed to use the service at no cost. When the **State** does not establish laundry service, the **Resource Provider** will be responsible for making laundry service arrangements for **Resources** and for all costs associated with those services.

Medical Standards

- The **Resource Provider** is financially responsible for their **Resources'** medical expenses and medical coverage.
- The **Resource Provider** shall ensure the safety and welfare of their **Resources**.
- If **Qualified** first aid providers are available, the **State** may assist **Resources** with first aid if the needs arise due to work on an Incident. In life threatening situations, if the **State** has **Qualified** medical

assistance providers available, the **Qualified** medical personnel will provide first aid and medical assistance.

- The **State** may provide first aid at no cost to the **Resource Provider**. Any costs associated with further medical treatment will be the responsibility of the **Resource Provider**.
- If a **Resource** is in camp with an illness or injury and is given transport to a medical facility or hospital by the **State** or at **State** expense, the **Resource Provider** shall reimburse the **State** for all expenses related to such transport.
- The **Resource Provider** shall immediately report any accident or injury that occurs while **Under Hire** to the Incident Safety Officer or **AGR**.
- **Resource Provider** shall provide the **Operator(s)** with adequate supply of appropriate forms, insurance ID cards, and other necessary documents. Such documents shall accompany any injured or ill person(s) if the medical need arises.

Compensation

The compensation rates described shall include compensation for all labor, materials, equipment, **Services**, transportation, taxes, fees, insurance, **Resource Provider** overhead and administration and any other cost, fee or expense of any type or description incurred by the **Resource Provider** under this Agreement. The **State** will not provide compensation for any costs associated with equipment support, equipment maintenance, invoice reconciliation, laundry service, or any other off-shift activities related to **Resource** readiness beyond the guarantees specified. These costs are considered Incidental and are to be incorporated into the **Resource Provider's** daily or hourly rate. Payment will be made only for those items described in the Agreement.

Subsistence

The **Resource Provider** shall ensure each **Resource** has adequate food and drink during travel to the Incident and until end of the first shift worked at no expense to the **State**.

The **State** shall provide **Subsistence** after the first shift worked if the **Resource** is not released to their **Point of Hire** and is required to stay in fire camp. If the **Resource** is allowed or directed to return to its **Point of Hire** during off-shift time, the **State** will not provide **Subsistence**.

For travel time exceeding Work/Rest standards or complying with driving limitations, or where no fire camp is available and the **State** determines that commuting is uneconomical, the **State** will either furnish **Subsistence**, direct the **Resource** to a designated facility, or provide an additional payment based on the per diem rates published by the US General Services Administration website, or actual lodging expenses, whichever is lower. Lodging expenses are paid for based on double occupancy at a hotel/motel or other commercial facility.

The **Resource Provider** shall request payment for **Subsistence** under this section using an invoice provided by the **Resource Provider** which shall be submitted to the Incident Host Unit (as documented on the **Resource Order**). Any lodging listed on the **Resource Provider's** invoice for compensation shall be accompanied by receipts.

Travel Time

Compensable travel time via ground transportation will be calculated by dividing distance (from **Point of Hire** to Incident, and either return to **Point of Hire** or Incident to Incident if reassigned) by travel speed of 45 mph. Meal and rest breaks are included in the 45-mph calculation. Expected arrival time at the Incident will be determined by the **State** at the time of dispatch. Return travel time will be determined by the **State** at the time of release from the Incident.

The **State** will not pay return travel time to the **Point of Hire** upon release or removal of a **Resource** from an Incident resulting from the **Resource Provider's** or **Resource's** default of the terms and conditions of the

Agreement; or if the **Resource Provider** fails to correct violations at the Incident following a notice and a request to correct by the **State**.

If **Resource Provider's** equipment becomes inoperable or damaged after inspection and acceptance by the **State** at the Incident and **Resource Provider** cannot repair the equipment within 24 hours or as agreed upon by the **State**, the **State** may release the **Resource**. Equipment that becomes inoperable at an Incident will be removed at **Resource Provider's** expense.

If a fire camp is not accessible and a **Resource** is directed to commute to the Incident from its **Point of Hire** on a daily basis, the **State** shall pay compensation for daily travel to and from the Incident.

Upon reassignment, the host unit responsible for the Incident to which the **Resource** is traveling will pay the **Resource Provider** for travel time between Incidents. The **Resource Provider** shall make available a copy of the last-day documentation (invoice) from the previous Incident to the receiving Incident's finance section.

Vehicle Cleaning for Noxious Weed Control

When directed by the Incident, **Resources** shall clean their vehicle(s) to remove noxious weed seeds. Time spent by a **Resource** performing this task is considered **On-Shift** time. The **State** normally provides cleaning facilities, however, if the **State** requires use of commercial facilities, the **State** will reimburse the **Resource Provider** for actual costs based on the written receipts.

Timekeeping

- **On-Shift** time shall be verified and approved by the **AGR** responsible for ordering or directing the use of the Resources.
- Time shall be recorded using 24-hour military time (0001-2400), rounding time to the nearest quarter-hour **On- Shift**
- Daily Meal Order/Invoice (Exhibit 4M) shall be the official payment document and need to be fully completed at the end of each shift. No payment shall be made for incomplete documentation or unauthorized work time. Daily Meal Order/Invoice(s) shall be signed by both the **Resource** and the **AGR** on the Incident.
- The **AGR** is responsible for turning in Daily Meal Order/Invoice(s) to the Incident's timekeeping unit.

Administration and Record Keeping

The **Resource** shall submit a complete and accurate Daily Meal Order/Invoice on a daily basis, signed by the **Resource**, at the end of each shift to the **AGR** for their verification and signature. Failure to submit accurate documents on a timely basis each day is a default of the terms and conditions of this Agreement.

Invoicing and Payment

Payments for all **Services** under this Agreement shall be made to the **Resource Provider** by the **State's** Incident host unit listed on the **Resource Order**. The **State** shall have no obligation to pay any compensation to the **Resource Provider** unless the **Resource Order** was issued for an Incident under the jurisdiction of the State of Oregon.

The **State** shall not be liable to the **Resource Provider** for any compensation owing to **Resource Provider** by, or for any delay or failure to compensate by, any federal, other state or local entity, or tribal jurisdictions.

Method of Payment

Resource Providers shall be registered in the [OregonBuys](#) system to receive payment.

The State will make a lump-sum payment once all documents have been received and audited. [At Type1/Type 2](#) Incidents, an invoice is typically generated at the Incident for time **On-Shift**. For all other Incidents, the

Resource Provider shall generate an invoice and send the invoice to the Incident host unit for payment. The **Resource Provider** is responsible for assuring that all invoices are received by the **State** within ninety (90) days of the **Services** provided by the **Resource Provider**.

Each invoice shall include the Incident name and **Resource Order** number(s), as well as the **Resource Provider's** name and company name (if different), taxpayer identification number, remittance address, and phone number. Payment for **On-Shift** time will be made for actual units ordered and performed under the applicable **Resource Information & Rate Sheet** (Attachment AM).

Unless specifically stated elsewhere in this Agreement, the cost of any supplies, maintenance, or materials, including non-returned cache items, provided for the **Resource Provider** by the **State** shall be deducted from the payment to the **Resource Provider**.

In the event of **Resource Provider** default of this Agreement or if the **State** suffers financial damages, the **State** reserves the right to withhold payment to the **Resource Provider**.

Funds Available and Authorized/Payments

The **Resource Provider** shall not be compensated for **Services** performed under this Agreement by any other agency or department of the **State** of Oregon. The **State** certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the **State's** current biennial appropriation or limitation.

The **Resource Provider** understands and agrees that the **State's** payment of amounts under this Agreement is contingent on the **State** receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow the **State**, in the exercise of its reasonable administrative discretion, to make payments under this Agreement. Nothing in this Agreement is to be construed as permitting any violation of [Article XI, Section 7 of the Oregon Constitution](#) or any other law regulating liabilities or monetary obligations of the State of Oregon.

Assignment of Claims

If a **Resource Provider** elects to assign future payments to a bank or financial institution, the **Resource Provider** shall deliver a written request for Assignment of Claims (see Exhibit 6M) to: ODF Accounts Payable Unit, 2600 State Street, Salem OR 97310.

The Assignment of Claims shall be signed by the appropriate **AGR** and will remain in effect for the duration of this Agreement unless the **Resource Provider** provides proper notification to the **State** to stop the Assignment of Rights. The **Resource Provider** shall attach a copy of the executed **Resource Information & Rate Sheet** (Attachment A) to all invoices.

Dispatch/Work Rest/Length of Assignment and Demobilization

The **Resource Provider** shall use the **Designated Dispatch Location** (DDL) for assembly of **Resource Provider's Resources** for dispatch prior to departing for each Incident, and to allow for any **State** inspection of the **Resources**.

Statusing of Resources

In order to effectively and efficiently select and dispatch **Resources** to Incidents, it is essential that the **State** has complete and accurate information regarding the current status of each **Resource**. To assist with the dispatching of **Resources**, the **State** utilizes an internet portal, called IROC (Incident Resource Ordering Capability). The **Resource Provider** shall be responsible for setting up a vendor account upon execution of the **Resource Provider's** Agreement.

The link for IROC can be found at: <https://famit.nwcg.gov/applications/IROC>.

The **Resource Provider** is responsible for monitoring and maintaining an accurate status for the **Resource Provider's Resources** in IROC. If the **Resource Provider** cannot access IROC or if IROC is unavailable, the **Resource Provider** may report the status of **Resources** to the host dispatch unit of **Resource Provider's Resources** in IROC.

Dispatch and Assembly

The request for a **Resource** will be initiated by a phone call to the **Resource Provider** from an **AGR**. The request shall include the type of assignment, the Incident project name, the Incident or reporting location, and the date and time needed.

The **Resource Provider** shall either confirm to the **AGR** that the **Resource** is available, or advise that the **Resource** is unavailable, within one hour or less depending upon other time limits required or permitted by the **State**.

The urgency of the dispatch may require the **State** to offer less time to confirm availability of a **Resource** and begin travel to the Incident. The **State** shall allow safe and reasonable assembly, and travel time to the Incident. The **Resource Provider** shall confirm that the departure time from the **DDL** or other **Point of Hire** and the time needed at the Incident can be met.

If the **Resource Provider** does not confirm within the required time frame that the **Resource** is available, or if the **Resource Provider** provides a departure time or expected arrival time that is later than required by the **State**, the **AGR** may cancel the request without compensation to the **Resource Provider**.

Upon the confirmation described above, the **AGR** will provide the **Resource Provider** with a completed **Resource Order** and a completed Mobile Food Services Request Form (Exhibit 1M).

If the **Resource Provider** accepts a confirmed **Resource Order** and then later rejects the assignment, without documentation of extenuating circumstances preventing the acceptance of the assignment, the **Resource Provider's Agreement** may be terminated.

If a **Resource Provider** fails to meet the requirements of the Agreement in any respect, the **State**, at its sole discretion, may cancel the **Resource Order** and order other **Resources**.

By accepting a **Resource Order** the **Resource Provider** represents that it has all permits, licenses, and other authorizations required by the jurisdiction responsible for the Incident to which the **Resource Provider** is responding, and for which the **Resource Provider** is providing a **Resource**, and further represents that that the **Resource Provider** is not subject to any actions or proceedings, legal or otherwise, that would impede the **Resource's** ability to perform the **Services** required under the Agreement.

The **State** reserves the right to monitor or inspect any contracted **Resources** to determine **Resource Provider's** compliance with any Agreement requirements. **Resource Provider** noncompliance will be subject to all remedies deemed appropriate by **State**.

Travel While Under Hire

The following provisions apply at all times when **Resources** are driving a vehicle to provide **Services** and while **Under Hire** including without limitation, travel during mobilization and demobilization, when actively engaged in wildland fire activities, or during initial attack fire response (includes time required to control the fire and

travel to a rest location). The **Resource Provider** shall ensure that **Resources** comply with the following driving time limits when traveling to and from an Incident by motor vehicle:

- **Resources** assigned to an Incident or engaged in initial attack fire response shall adhere to the current Work/Rest guidelines for determining length of duty day.
- No person will drive for more than ten (10) hours (excluding rest stops and stops for meals) in any duty day ([CFR Title 29 500.105](#) and [CFR Title 49 398.6](#)).
- Each driver shall be given at least eight (8) consecutive hours of rest within a duty day before driving (exceptions are allowed when essential to accomplish immediate and critical suppression objectives or address immediate and critical firefighter or public safety issues).
- Multiple drivers in a single vehicle may drive up to the duty day limitation provided no driver exceeds the individual driving (behind the wheel) time limitation of ten (10) hours.
- Documentation of mitigation measures used to reduce fatigue is required for drivers who exceed 16-hour work shifts. This is required regardless of whether the driver was still compliant with the ten (10) hour individual driving (behind the wheel) time limitations.
- For driving assignments requiring possession of a current Commercial Driver's License (i.e., vehicles designed for 16 or more passengers, or having a gross vehicle weight of 26,001 pounds or more), all drivers shall comply with Department of Transportation (DOT) Regulations. ([Title 49, CFR parts 383, 390-393, 395-396, and 398](#) that apply to motor carriers.)

The **Resource Provider** shall employ measures to prevent driver fatigue whenever possible. These measures may include, but are not limited to:

- Additional drivers operating within the appropriate duty day limitations
- Reducing the length of the duty day
- Expanded rest requirements, or
- Alternative travel methods

This Agreement does not authorize the use of red lights or sirens, nor does it authorize speeding to or from an Incident.

Actions Upon Reporting to the Incident Reporting Location

The **Resource Provider** shall arrive at the Incident reporting site by the ETA date and time listed on the **Resource Order**.

If the **Resource Provider** fails to arrive at the Incident reporting site by the required arrival time, the **State** may, at its sole discretion, reject the **Resource** and order another **Resource** and may take such steps as the **State** deems to be appropriate under the circumstances including, without limitation, termination of the **Resource Provider's Agreement**.

The **Resource Provider** shall furnish the following documentation to the appropriate **AGR** upon arrival and Check-in at the Incident:

- The **Resource Order**
- A copy this Agreement in its entirety,
- A copy of the **Resource Information & Rate Sheet** (Attachment AM), fully executed
- Government issued photo identification cards (i.e., driver license, passport, or other government issued identification card) for all personnel
- Food Manager/Food Handler Certifications approved in Oregon
- Printed Health Authority inspection certificate

Work/Rest Policy

The **Resource Provider** is required to follow the [Work/Rest Guidelines](#) established by the NWCG.

The use of the words “Work” and “Rest” used in this section are for purposes of defining Work/Rest periods only and not for the purposes of compensation.

To maintain safe and productive Incident activities, the **State** shall appropriately manage work and rest periods, assignment duration, and shift length for **Resources** working at Incidents under the **State’s** control. The **State** and the **Resource Provider** shall plan for all **Resources** to be provided a minimum 2:1 work to rest ratio (i.e., one (1) hour of sleep or rest for every two (2) hours of work or travel). For the purposes of defining Work/Rest in the context of the 2:1 Work/Rest ratio, "Work" includes travel to and from the worksite, compensated meal breaks, debriefing and equipment refurbishment following assigned work shift in preparation for the next **Operational Period**, whether compensable or not. "Rest" is all time off duty outside of the work shift and includes non-compensable breaks.

Work shifts that exceed 16 hours or consecutive days that do not meet the 2:1 Work/Rest ratio should be the exception, and no work shift should exceed 24 hours. However, in situations where this does occur (for example, initial attack), the **State** will resume the 2:1 Work/Rest ratio as quickly as possible.

The Incident Commander, or **AGR** shall justify work shifts that exceed 16 hours and those that do not meet 2:1 Work/Rest ratio. Justification will be documented in the daily Incident records. Documentation shall include the mitigation measures used to reduce fatigue.

The **Resource Provider** shall communicate promptly to the **State** any concerns relating to the **State’s** provision of, or perceived failure to provide, adequate rest time during an Incident.

Demobilization

The **State** may demobilize a **Resource** from an Incident for the following reasons:

- **Services** at the Incident are no longer required.
- The **Resource** has not arrived at the Incident within the required time or is otherwise not in compliance with the requirements of the Agreement or **Resource Order**.
- The **Resource** has engaged in conduct within the definition of **Demobilized for Cause**.
- For such other reason as determined by the **State**.

If a **Resource** is demobilized for conduct within the definition of **Demobilized for Cause**, or while **Under Hire** has engaged in conduct including, without limitation, any violation of this Agreement, the **Resource Provider’s** Agreement may be terminated.

Insurance

The **Resource Provider** shall provide to the **State**, Certificate(s) of Insurance for all required insurance before performing any **Services** under this Agreement. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance shall include a list of all policies that fall under the excess/umbrella insurance.

Commercial General Liability

The **Resource Provider** shall obtain, at its expense, and keep in effect during the term of the Agreement, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the **State**. This insurance shall include personal injury liability, products, and completed operations, and contractual liability coverage for the indemnity provided under this Agreement and

is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$2,000,000.

Automobile Liability Insurance

The **Resource Provider** shall obtain, at its expense, and keep in effect during the term of the Agreement, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Workers' Compensation

Resource Providers that employ "subject workers" as defined in [ORS 656](#) who work under this Agreement in the **State** of Oregon shall comply with [ORS 656.017](#) and provide the required Workers' Compensation coverage, unless such employers are exempt under [ORS 656.126](#).

Additional Insured

The liability insurance coverage, except Workers' Compensation, required for performance of the Agreement shall include as endorsed Additional Insured, all the following: the State of Oregon, Oregon Board of Forestry, Oregon Department of Forestry, Coos Forest Protective Association, Douglas Forest Protective Association, and Walker Range Protective Association. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Tail Coverage

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of 24 months, or the maximum time period reasonably available in the marketplace. The **Resource Provider** shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement. If Continuous "claims made" coverage is used, the **Resource Provider** shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Agreement.

Notice of Change or Cancellation

The **Resource Provider** or its insurer shall provide at least 30 days' written notice to the **State** before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

Insurance Requirement Verification

All insurance providers are subject to **State** acceptance. The **Resource Provider** shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to the **AGRs** responsible for verification of insurance coverage.

Liability for Personal Injury and/or Property Damage

Notwithstanding [ORS 477.410](#), the **Resource Provider** agrees to assume responsibility for all damage or injury to persons or property, including **State** employees and third parties, resulting from the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the **Resource Provider** or its employees, officers, or agents in performing under this Agreement.

For equipment furnished under this Agreement, the **Resource Provider** shall be liable for any loss, damage, or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of **State** employee(s) while acting within the scope of their employment.

Indemnification

The Resource Provider shall defend, save, hold harmless, and indemnify the State of Oregon, Oregon Department of Forestry and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the Resource Provider or its officers, employees, or agents under this Agreement.

No Third-Party Beneficiaries

The **State** and the **Resource Provider** are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Authorization

By completion and submittal of a **Resource Information & Rate Sheet**, the undersigned acknowledges, attests, and certifies individually and on behalf of the **Resource Provider** that:

- He/she is a duly authorized representative of the **Resource Provider**, has been authorized by **Resource Provider** to make all representations, attestations, and certifications contained in this Agreement, if any, issued, and to execute this Agreement on behalf of **Resource Provider**,
- The **Resource Provider** is bound by and shall comply with all requirements, specifications, terms, and conditions contained in this Agreement (including all listed Attachments and Exhibits issued),
- The **Resource Provider** certifies that all training certificates, insurance documents, and licenses are authentic and valid, and that all **Resources** provided have met all training requirements,
- The **Resource Provider** shall furnish federal employee identification number or social security number with offer,
- The **Resource Provider** acknowledges and certifies that they are not on any state or federal debarred or suspension lists, and
- The **Resource Provider** acknowledges that company and **Resource** performance history, industry durability and hourly rates offered may affect dispatch priority order of **Resources**.

SECTION 2 – ADDITIONAL TERMS AND CONDITIONS FOR MOBILE FOOD SERVICES RESOURCES

Compliance with Federal, State and Local Laws, Regulations and Requirements

When Mobile Food Services are needed for State wildland fire incidents, the State may order services from the Resource Provider when (1) the number of people to be fed is at or above 150 persons per meal and (2) the headcount is estimated to remain at those numbers, or greater, for at least 72 hours from when the headcount first reaches 150 per meal, provided that the Resource Provider can reasonably meet the incident's needs and required timeframes.

During the term of the Agreement, all Resource Providers must comply with all current federal, State and local laws, regulations and requirements, including:

[National Electric Code](#) [Uniform Plumbing Code](#)

[Federal](#) and [State](#) potable water codes

[Occupational Safety and Health Administration \(OSHA\)](#) [Food and Drug Administration \(FDA\) Food Code](#)

[National Restaurant Association Standard](#)

[National Sanitation Foundation \(NSF\) Standard](#) [Oregon Health Authority Food Safety Rules](#)

General Description of Services

To provide appetizing, nutritional, well balanced hot meals, sack lunches, drinks, and supplemental items at wildfire incident camps throughout the State of Oregon that meet daily firefighter calorie requirements.

Mobile Food Service Units (MFSU) typically provide three meals per day unless other arrangements are mutually agreed to with the **FDUL** or the needs of the incident require different meal options such as Meals Ready-to-Eat (MRE). At the discretion of the State, a MFSU may be approved to provide only breakfast and dinner.

Rates of Payments

Resource Provider rates include travel, equipment, food, and all operator expenses. Payment will be at rates specified and shall be in accordance with the following:

Mileage: to and from the incident and the Designated Dispatch Location listed on the IRA or from previous incident, and mileage incurred due to relocation within the same incident/complex. Beginning and ending odometer readings shall be documented in the Daily Meal Order/Invoice Form (Exhibit 4M).

Meals: 100% ordered or meal count, whichever is greater. Meal count shall be documented on the Daily Meal Order/Invoice (Exhibit 4M).

Optional Items: includes hand washing stations for incident personnel, additional refrigeration units, tents, etc. Optional items must be ordered through dispatch and documented on the Resource Order and Daily Meal Order/Invoice (Exhibit 4M).

Relocation Fee: each additional setup/takedown of a MFSU within the same incident /complex shall be paid at the relocation fee rate specified in the Resource Provider's Resource Information and Rate Sheet (Attachment AM). Relocation fee does not apply to demobilization or reassignment from the incident.

Payment will be made on the basis of calendar days.

Type 3 Mobile Food Services Unit (MFSU)/Catering Service General Requirements

Services shall include complete management, control, purchase, receipt, storage, issue, handling, processing, packaging, preparation, food serving, clean up, transport, repair, and maintenance. All hot meals shall be served by Resource Provider's personnel, except for those meals served at Spike Camps.

Must be capable of preparing and serving up to 500 hot meals for breakfast, 500 sack lunches and 500 hot meals for dinner at the rate of 200 meals per hour in a 24-hour period. Serving hours are typically 0500-0930 and 1700-2130 hrs. Other hours of service may be requested by the **FDUL**.

Meals must be prepared in a commercial food preparation facility that follows commercial food preparation standards.

Only equipment necessary for the operation of a MFSU will be allowed and approved for use under this agreement. Equipment must be capable of operating in locations ranging from adversely impacted urban areas to remote primitive locations with limited access.

Meals can be made on-site in a field kitchen or off-site and transported to the field site for serving.

Once a meal is prepared for serving it must be kept at required temperatures and served within 2 hours. If meals are prepared off-site, the address of the facility where meals are being prepared must be provided to the State's **FDUL**.

Resource Providers will be required to serve meals in 'to-go' containers and packaging.

All disposable products shall be made of materials capable of withstanding a minimum temperature of 160° F. Bio-based products that meet the structural integrity to withstand the minimum temperature of 160° F are suggested.

Communications between the Resource Provider and the State's incident personnel is mandatory for safe and effective performance. The Resource Provider's representatives shall be able to proficiently communicate in English.

The **Resource Provider** will supply:

- All equipment, labor, supervision, fuel, electricity, and maintenance necessary for the full operation of the MFSU
- All food, drinks (other than water) and condiments
- All tables, utensils, plates, cups, and equipment and supplies for serving food
- Individual serving sized "to go" containers for all meals. Hot and cold foods must each have their own container. Boxes for transporting a minimum of ten individual meal containers
- A small weighing scale for spot checking of minimum weight requirements
- Hot and cold food thermometers for monitoring food temperatures
- Single use, food grade gloves for food service personnel
- Current test strips for checking dish washing sanitizing solution and chlorine residual
- Garbage cans with liners for the MFSU; to service all peripheral food handling and preparation areas.
- Refrigeration and freezer units for the storage of meat and other perishables
- Dry storage unit for non-perishable food and dry goods. Food storage shall meet all applicable federal, State and local laws and regulations
- Minimum of 500 gallons potable water storage capacity and initial supply of 480 gallons of potable water
- Minimum of 1000 gallons of gray water storage capacity
- Adequate fire extinguishers meeting current OSHA NFPA 10# Class K standard in Kitchen Unit that has cooking equipment, and other extinguisher types as appropriate to their surroundings.
- Separation and rinsing of kitchen recyclable materials by type (i.e., glass, plastic, aluminum etc.) when the State is recycling on an incident.
- A current copy of the FDA Food Code issued by the US Department of Health and Human Services to be kept with each MFSU at all times.

Resource Provider Responsibilities

- Immediately report to the FDUL or Logistics Section Chief (LSC) to verify setup location upon arrival at the Incident site.
- Record, in a logbook, the minimum and maximum temperatures inside all refrigerator units. The temperatures shall be recorded a minimum of three times per day (at least 6 hours apart), between 4:00 a.m. and 12:00 a.m. The logbook shall be made accessible to the **State** and Health Authorities at all times.
- Contain all grease products.
- Maintain all facilities and equipment used for meal preparation, serving, storage, seating and cleanup in a sanitary condition. General cleanup shall include cleaning tables, condiment containers and chairs, removing trash from around the eating area and **Resource Provider's** equipment to locations designated by the FDUL.

- Ensure that employees are neat and clean. All employees shall wear uniforms and ID tags that clearly show the employee's name and identifies the **Resource Provider's** company. A t-shirt or baseball cap will suffice as a uniform. Food service employees shall wear hair restraints such as hats, hair coverings or nets, beard restraints, and clothing that cover body hair. Long hair hanging out of hats does not meet this requirement. Single-use, food-service gloves shall be worn when handling ready to eat foods and during meal service. Gloves will be changed during the shift as needed and especially when a change in duties occurs i.e., taking out trash, cleaning, preparing and serving food. Clean aprons are required at the beginning of each shift, when the apron is soiled and/or when a change in duties takes place.
- Ensure employees cooking or handling food are free of communicable diseases. The **Resource Provider** shall train employees in the importance of hand washing as a means of preventing the spread of food borne illnesses.
- Ensure each MFSU has key personnel, Supervisory Cook and [Certified Food Manager](#) with a certification in food service management, handling, and sanitation training.
- The MFSC shall be responsible for training all employees in food preparation, handling, packaging, food serving, and cleanup requirements. A MFSC or designated representative shall be available at the incident at all times. All representatives shall be designated in writing and have all of the certifications, training, and authority of the MFSC.
- Use of tobacco products shall be limited to designated and identified smoking areas only.
- Ensure that only those **Resource Provider** employees essential to the mission remain at the incident.
- Provide rodent, insect and dust control in all areas within the MFSU where food is stored, prepared, served or eaten.
- Maintain copies of the contract; all modifications; invoice forms; Quality Control Plan and Work/Rest Plan with the MFSU at all times. Completed past performance evaluation forms shall be kept with the unit at all times. The Quality Control Plan shall address the Contractor's self-inspection procedures. The Work/Rest Plan shall address the Contractor's oversight and monitoring of work/rest and length of assignment guidelines.
- Food shall be prepared and cooked inside enclosed units, with the exception of food cooked and served from FDUL approved outdoor barbecues. Outdoor barbecues will be used in compliance with local or state fire restrictions, if any. All food shall be served by Resource Provider staff. (Exceptions may be discussed with the FDUL and approved as appropriate) **Note:** Barbecue grills will be allowed if the FDUL inspects and approves the use based on the sanitary condition of the equipment.
- The **Resource Provider** shall perform one microbiological test for total coliform bacteria upon arrival at the incident and once every 30 days afterwards. The **Resource Provider** shall be responsible for performing and paying for these routine tests. The **Resource Provider** will be reimbursed for additional water testing fees if the State requires a water sample to be submitted more than once every 30 days or if the State chooses to change water sources, while the unit is assigned to the same incident. The costs of the additional water tests will be added as a credit on the [Daily Meal Order/Invoice form](#). The purpose for the required additional water test shall be clearly documented on the invoice form.
Note: Violation of any one or a combination of the above requirements may result in suspension, and/or non- renewal or termination of the **Resource Provider's** IRA.

Minimum MFSU Equipment/Vehicle Requirements

Resource Provider shall consist of trailers where the cooking is done, sandwiches and salads are prepared, lunches are assembled, and where refrigerated fresh and frozen food and dry goods are stored.

All of the Resource Provider's vehicles shall be inspected through the appropriate Oregon Health Authority prior to entering providing services. Valid/Current Health inspection certificates shall be provided and submitted at incident check-in.

General:

- 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 rodent, insect and dust control. Units that do not have screens or effective air curtains must keep all windows and doors closed.
- All equipment shall be sealed to the floor or raised at least 6" off the floor to prevent moisture from getting under the equipment.
- 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.
- Unfinished wood surfaces are not permitted. This requirement does not apply to pallets being used in distributors' delivery vehicles.
- Food contact surfaces shall be constructed of stainless steel, high pressure laminated plastics or other food grade material. 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.
- Utility and service lines shall not obstruct or prevent cleaning of floors, walls and ceilings. Service lines may not be unnecessarily exposed.
- All junctures where floors and walls meet shall be covered. 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.
- 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.
- Light fixtures, light bulbs and light tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatter proof type bulbs or the equivalent. All non-dedicated electrical receptacles will be ground fault protected.

Steam Table (Electric or Gas)

- Shall be capable of holding at least 4 full sized hotel pans (12" x 20").
- Shall be capable to maintain hot food at a minimum of 140° F.
- Steam tables shall be used for serving only and shall not be used in eating area tents at any time.

Wash Sink

- One three-compartment metal sink for washing, rinsing and sanitizing:
- Shall be equipped with continuous gravity flow or pressurized hot (120° F) and cold running water.
- The minimum dimensions of each compartment shall be 18" wide x 20" long x 12" deep (inside dimensions) or equivalent volume. The sink dimensions must accommodate all of the cooking pans being utilized.
- Shall be equipped with a mixing faucet capable of servicing any sink compartment.
- The sink shall have smooth sanitary drain boards or equivalent drying area.

Food Preparation Sink

- One food preparation sink:
- The minimum dimensions shall be 15" x 19" x 7".
- Shall be dedicated to food preparation only.
- Shall be maintained the same as any other food contact surface.

Hand Washing Sinks for Contractor Personnel

- Shall be provided within all food preparation, cooking, serving and ware washing area(s).
- Must have permanent plumbed sink fixtures.
- Hand Washing Sinks are to be used for hand washing only, and shall be labeled as such
- Shall be provided with hot and cold water, paper towels and antibacterial/phosphate free soap.

Hand Washing Sinks for Incident Personnel (Optional Item)

Each individual mobile hand washing station shall have the following:

- Minimum eight (8) sinks per unit.
- Minimum 400 hundred gallons potable water holding capacity. Potable water tank shall be constructed of food grade safe, non-corrosive and nonabsorbent material, have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning. The access port opening shall be flanged upward at least 13mm (1/2 inch) and be equipped with a cover to overlap the opening. The entire inside of the tank shall be visible and accessible 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: ("400 GAL - POTABLE WATER").
- Potable Water Pump - Potable water pumps shall be constructed of food grade materials meeting National Sanitation Foundation (NSF) 61. (D) Minimum 400 gallons gray water holding capacity with the size and description stenciled in letter no less than 4 inches high (for example: "400 GAL. GRAY WATER").
- Hot and cold water through a mixing faucet that allows for the washing of both hands while the water is running and have continuous hot water heating capable of maintaining 101° F. (F) One paper towel dispenser and one phosphate-free liquid soap dispenser for every two sinks.
- Mirrors are optional.
- Adequate self-contained outside lighting for use of the hand washing station in darkness.

Ventilation/Sanitizing Equipment

- 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.
- All exhaust hood ventilation systems shall be equipped with an NFPA approved automatic fire extinguisher system.
- Grease filters shall be constructed from stainless steel, aluminum or other (NSF approved material), and be readily accessible for cleaning.
- Waste Receptacles shall be readily accessible, smooth, non-absorbent and easy to clean.
- Storage of cleaning supplies, insecticides and clothing shall be completely separate from food storage and food preparation areas.
- Sneeze guards shall be provided for all self-service food serving lines.

Refrigeration/Freezer Storage Unit(s)

- 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 for temporary storage. Adequate access must be provided; walking on pallets is not acceptable access.
- Adequate refrigeration storage space, capable of maintaining stored food at a temperature of 41° F or lower and adequate freezer storage space capable of maintaining frozen food at 0° F is required.
- Refrigeration and freezer storage units shall be equipped with a thermometer that is equivalent to a "min/max" type or a "continuous graphing" type. The thermometer shall be placed within 8 feet from the entrance.
- Refrigeration and freezer storage units shall have shelving that is nonabsorbent, non-corrodible, and easily cleanable. Wood is not acceptable.

Sandwich Preparation Trailer

- Shall maintain a temperature of 72° F or less.
- Shall provide rodent, insect and dust control.
- May be used for Shift Provision/Sack Lunch assembly.

Shift Provision/Sack Lunch Assembly Trailer*

- Shall maintain a temperature of 72° F or less during sack lunch assembly.
- Shall provide rodent, insect and dust control.

*Note: Shift Provision/Sack Lunch may be outsourced by the Resource Provider as an option. Payment is based on the rates provided in the Daily Meal Order/Invoice.

Potable Water Storage Tank – Equipment

- Minimum of 500 gallons of potable water (for kitchen use only) is required.
- Tank material 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 13mm (1/2 inch) and be equipped with a cover to overlap the opening. The entire inside of the tank shall be visible for an ocular inspection. 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: "500 GAL - POTABLE WATER").
- Minimum of 480 gallons of potable water shall be provided in the storage tank(s) upon arrival at each incident which supersedes the requirement that the tank shall arrive empty.

Water Tank Specification

- Potable Water Pump - Potable Water Pump - Potable water pumps shall be constructed of food grade materials meeting National Sanitation (NSF 61).
- A minimum enclosed storage capacity of at least 1,000 gallons of 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: "1,000 GAL – GRAY WATER").

Potable Water Standards must meet the NWCG guidelines listed on pages 86-95 of the [National Mobile Food Services Contract](#).

Additional Safety Equipment

Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24). 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.

Equipment will be equipped with a pair (2) of wheel chocks constructed of a height of 8 inches or more and a width of 7 inches or more and meet the following requirements:

- Shall be constructed of non-sparking material (aluminum)
- Shall have a solid bottom of ribbing to prevent sinking in soft soil
- Shall have a face beveled at a 30-50 degree bevel
- Wheel Chocks base must be 1.4 times the height

Gross Vehicle Weight Rating (GVWR)/Gross Axle Weight Rating (GAWR)

- No Catering Truck/Trailer shall exceed the manufacturer's GVWR or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped
- The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment
- If missing or illegible, the Resource Provider shall provide a GVWR certificate from manufacturer stating front, rear, and total GVWR at the pre-season and incident inspections
- Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted
- Vehicles without GVWR and GAWR ratings will be rejected at the pre-use inspection
- Tires shall have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR).

Minimum MFSU Meal Requirements

General

- Quantities, variety and quality standards for meals are specified. The intent is for the **Resource Provider** 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. Special meals shall have the same quality and equivalent quantity as the standard menu meals. The FDUL is responsible for notifying the **Resource Provider** of the number of meals required.
- Frozen items shall not be frozen longer than the manufacturer 'use by date' and packaged items shall be used by the manufacturer's 'sell-by or expiration date'.
- Bi-weekly (14 days) menus shall be submitted within 24 hours of arrival at an incident by the **Resource Provider** for approval by the FDUL. Subsequent menus shall be submitted 2 days prior to the current bi-weekly menu expiring, for the duration of the incident. The sample menu forms, Exhibit 5M, are examples of the format that may be used when submitting the menu. The FDUL shall ensure that the variety and content proposed is in accordance with the agreement specifications. The daily menus with portion sizes shall be posted at the dining area.
- Pre-cooked, canned, chopped, sliced, diced meats and processed items after the fourth meal shall be listed as such on the menu and approved by the FDUL on a limited basis only.

Standard Menu Requirements

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

(A) Hot Breakfast

- (1) Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs (no egg product or powdered eggs).
- (2) Meat - 4 oz. (raw weight).
- (3) Bread – 1 to 1 ½ oz.
- (4) Pancakes, French Toast or Waffles or equivalent– 3 to 4 oz.
- (5) Potatoes - 6 oz. or equivalent starch.
- (6) Milk - 1/2 pint.
- (7) Fresh or Canned Fruit - (no apples or oranges).
- (8) Chilled 100% Fruit Juice – minimum 5½ oz.
- (9) Cooked Cereal - 6 oz.
- (10) Yogurt – minimum 4 oz.

(B) Hot Container Breakfast

Hot Container Breakfasts are to be the same quality and quantity as the hot breakfasts served in camp.

(C) Cold Container Breakfast

A cold container breakfast shall contain the following items:

- (1) Dry Cereal - 2 individual serving boxes, minimum of 3/4 oz. each.

- (2) Breakfast Protein Item - One or more items with a combined weight of 8 oz.
- (3) Milk - 1/2 pint.
- (4) Bread or equivalent starch - 5 oz.
- (5) Fresh (no apples or oranges) or Canned Fruit - 5½ oz.
- (6) 100% Fruit Juice – minimum of 5½ oz.
- (7) Yogurt – minimum of 4 oz.

(D) Additional Items

In addition to the above, the items listed below shall be made available for the breakfast meals including hot and cold container meals:

- (1) Butter, margarine, instant hot cereal, jelly or jam, peanut butter, salt, pepper, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged.
- (2) Salt, pepper, mustard, ketchup, steak sauce, salsa, hot peppers, brown sugar, raisins or other dried fruit, shall be provided in approved dispensers or original bottles in the dining tent area.
- (3) Appropriate items for hot and cold container breakfast will be determined and approved by the FDUL.
- (4) Brewed coffee and hot water for hot and cold container breakfasts shall be included at no additional cost if ordered by the FDUL.

(E) Shift Provisions/Sack Lunch

- Regular, vegetarian, and special meal Shift Provisions/Sack Lunches shall be provided as ordered by the FDUL and prepared at incident.
- Vegetarian Shift Provisions/Sack Lunches shall be prepared for the Ovo-Lacto vegetarian classification level and shall consist of the same quantities and items as regular Shift Provisions/Sack Lunches. Non-meat protein substitutes such as vegetarian lunch meats require FDUL approval.
 - *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. Sub-categories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.
- The Shift Provisions/Sack Lunches consist of the primary entrée, seven shift food item categories (see table below) and the fruits and vegetables. The term Shift Provisions/Sack Lunches is used to support the idea of multiple eating episodes throughout the shift rather than items to supply a lunch during the work shift. In preparation of Shift Provisions/Sack Lunches, no two items in each category shall be the same. To ensure variety, shift food items shall not be repeated in a three day period.
- Shift Provisions/Sack Lunches shall consist of the following items:
 - (A) Primary Entree – 1 Sandwich/Wrap
 - (1) The sandwich/wrap shall contain a minimum of 1.5 oz. of bread or bread equivalent. This is equivalent to two slices of bread or one tortilla.
 - (2) The meat sandwich/wrap as a whole shall contain a minimum of 3 oz. protein with a minimum of 2 oz. sliced whole muscle or variety meat and a minimum of 1 oz. cheese or a combination of the 2 proteins. (no artificial cheese product).
 - (3) The vegetarian sandwich/wrap shall contain two different nonmeat proteins totaling a minimum of 3 oz. (no artificial cheese products).
 - (4) Appropriate individually packaged condiments shall be provided and not be put directly on the sandwich.
 - (B) Shift Provisions: Contractors shall select one item from each category listed. These items are to be included in packaging along with the primary entrée. To ensure variety, shift food items shall not be repeated in a three-day period. The list below outlines each food category.

Category Specifications Examples

Food Bar Ideal Nutrient Content: 150 - 300 calories, 15 - 30g carbohydrate, 10g protein

Examples: R Bar; Rx Bars; Kind Protein Bars, Clifbar, Nugo Bar, Tahoe Trail Bar, Premier Protein bar, Cliff Builders bar, Jimmy Protein bar, Kirkland Protein bar, NV Protein Chewy bar or equivalent commercially prepared item.

Snack Bar must provide a minimum of: 100 - 200 calories, 25 - 30g carbohydrate

Examples: Kind Bars; Nutri-grain Bars; Nature Valley Bars, Nature valley Fruit and Nut Bars bar or equivalent commercially prepared item.

Candy/Cookie/Dessert must provide a minimum of: 150 - 300 calories, 15 - 30g carbohydrate

Examples: Candy Bars such as Snickers, Twix, Skittles; Grandma's Cookies; Lenny & Larry's The Complete Cookie bar or equivalent commercially prepared item.

Chips/Pretzels/Crackers must provide a minimum of: 100 - 250 calories, 20 - 30g carbohydrate

Examples: Baked potato chips; Pretzels; Individual bags of crackers bar or equivalent commercially prepared item.

Alternative Protein must provide a minimum of: 50 - 200 calories, > 5g protein

Examples: Tuna, beef or turkey jerky, hard-boiled eggs, roasted chickpeas, hummus, nut butters, bar or equivalent commercially prepared item.

Nuts/Seeds/Trail Mix must provide a minimum of: 200 - 300 calories, < 25g carbohydrate, > 5g protein

Examples: Trail mix packets, almonds, cashews, peanuts, macadamia nuts, sunflower seeds bar or equivalent commercially prepared item.

Trial Item must provide a minimum of: 150 - 300 calories, 15 - 30 g carbohydrate

May include a variety of food items and types including examples listed above and other miscellaneous items which meet specifications.

(F) Fresh Fruit and Vegetables

Resource Providers shall select 3 items from this category (to include at least one fruit and one vegetable). These items will be included with the shift provisions and either contained in a re-sealable bag, container, or by itself. To ensure variety, shift food items shall not be repeated in a three-day period. Acceptable whole fruits and vegetables are listed below. The sizes were taken from Choice Plus, Publication Number FCS-297, a joint publication of USDA and the National Food Service Management Institute at The University of Mississippi.

(1) Fresh Fruit - Items listed with quantity needed to credit as a ½ cup serving minimum.

Fruit Name Minimum Size

- Apple 3 ½" diameter (1 apple)
- Nectarine 2" - 2 ¼" diameter (1 nectarine)
- Apricot fresh (2 whole apricots)
- Orange 2 ¾" to 3 ¼" diameter (1 orange)
- Avocado fresh (1 avocado)
- Peach fresh (1 peach)
- Banana 7" - 7 ½" (1 whole banana)
- Pear fresh (1 pear)
- Blueberries fresh (roughly 65 to 95 berries per ½ cup)

- Plum black/red, 2-inch diameter (1 plum)
- Cherries fresh (14 cherries)
- Raspberries fresh, (roughly 15 raspberries)
- Dates 3.5 oz., (roughly four pitted dates)
- Strawberries fresh (roughly 4 strawberries)
- Grapes fresh seedless (14 whole grapes)
- Tangerine 2 ¾" diameter (1 large or 2 small tangerines)

(2) Fresh Vegetables - Items listed with quantity needed to credit as a ½ cup serving minimum.

Vegetable Name Minimum Quantity

- Broccoli Florets (4-5 florets)
- Peas - Snap/Snow (7 whole peas)
- Baby Carrots 2 Inch length (9 carrots)
- Peppers - Bell (equivalent to 1 whole pepper)
- Celery 3" sticks (6 each)
- Tomatoes Cherry (6 whole)
- Cucumber 3" x ¾" sticks (6 each)
- Radishes (3 whole radishes)

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

(4) Paper Napkin and Pre-Moistened Towelette - Two each.

(G) Hot Dinners/Hot Container Dinners

Primary entrée/hot dinners shall include the items and quantities identified below.

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

- Steak -10 oz. (boneless) or 14 oz. (bone-in), or Beef - 10 oz. (boneless) or 14 oz. (bone-in), or
- Beef and Pork Ribs - 10 oz. (boneless) or 18 oz. (bone-in), or Pork - 10 oz. (boneless) or 14 oz. (bone-in), or
- Lamb - 10 oz. (boneless) or 14 oz. (bone-in), or Poultry - 8 oz. (boneless) or 14 oz. (bone-in), or
- Ham - 8 oz. (boneless) or 12 oz. (bone-in), or
- Fish - 8 oz.
- Buffalo – 10 oz. (boneless) or 14 oz. (bone-in)

Resource Providers 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 and meet the dinner quality standards cited in the Food Quality Standards section (page 31). 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 referenced in The Menu Variety Section (page 29).

- Vegetables - 4 oz.
- Potatoes - 6 oz. or equivalent starch.
- Bread - Two 1 to 1½ oz. slices or equivalent starch. Milk - 1/2 pint.

- Dessert - 4 oz.
- Two salads - 4 oz. each
 - One tossed green salad with equal amounts of three types of leafy vegetables with five fresh vegetable salad toppings and five types of salad dressings (regular and/or low/non-fat).
 - One prepared salad.

(H) Additional Items for Hot Dinners and Hot Container Dinners

In addition to the above, the items listed below, shall be made available for the hot dinner meals:

- (1) Butter, margarine, jelly or jam, peanut butter, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged.
- (2) Salsa, hot peppers, mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles in the dining tent area.
- (3) Appropriate items for hot container dinners will be determined by the FDUL.
- (4) Brewed coffee, hot water, cold drinks and iced tea for hot container dinners shall be included at no additional cost if ordered by the FDUL.

Menu Variety

Resource Provider's Bi-Weekly Menus shall be approved by the FDUL in advance. Menu items shall provide variety on a daily basis as to the types of meat and bread used in sandwiches, other shift provisions, fruit, snacks, juices and other meal items served. Menus may include a wide variety of recipes.

If meat is an ingredient of a pre-cooked item, the meat portions per meal must meet the meat quantity standard defined in the Standard Menu Requirements Section (page 26). Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop suey or casseroles may be used if approved by the FDUL. The following are examples of variety options:

(A) Meat

- (1) Beef
 - Steaks - rib, loin, T-bone, New York, sirloin, filet and pepper steak
 - Roast - Prime rib, pot roast
 - Short Ribs
 - Ground Beef - meat loaf, meatballs and ground beef patties
- (2) Pork
 - Chops - loin cut, spare-ribs, country style ribs
 - Roast – sirloin, loin, tenderloin, or pulled pork
 - Ham
 - Sausage – links or patties
 - Bacon
- (3) Lamb
 - Chops
 - Roast
- (4) Poultry - Whole pieces (such as breast, thigh or leg)
- (5) Fish - fillets or steaks
- (6) Processed Meat Items - pastrami, Polish/Italian sausage and corned beef
- (7) Breakfast Meat - ham, bacon, sausage, steak and pork chops
- (8) Buffalo – Roast and burger

(B) Eggs - Fried, hard-boiled, poached, omelets or scrambled

- (C) Bread and Equivalent Starches – white, whole wheat, 7-grain, rye, pumpernickel, French, garlic, biscuits, muffins, rolls, croissants, bagels, donuts, cornbread, sourdough, tortilla, and pita pockets as requested by FDUL.
- (D) Breakfast Hot Starch - Pancakes, French Toast, Waffles or equivalent to include crepes, Mexican coquilles or quesadillas.
- (E) Dry Cereal - Varieties of flaked, toasted, or baked cold cereals and granola.
- (F) Hot Cereal - Oatmeal or grits, Cream of Wheat®
- (G) Fresh Fruit - oranges, tangerines, apples, bananas, grapes, pears, peaches, plums, nectarines, grapefruit, or melons
- (H) Fresh Vegetables - broccoli, cauliflower, asparagus, corn, peas, green beans, mixed vegetables
- (I) Non-Meat Protein for Dinner- BBQ beans, vegetarian patty, vegetarian hot dog, tofu, soybean product, tempeh, quinoa, hummus and assorted beans/legumes
- (J) Potatoes and Equivalent Starches - baked, mashed, fried, boiled, scalloped, rice, stuffing, pasta, sweet potatoes, yams and macaroni and cheese
- (K) Juice – 100% Juice: orange, tomato, grape, V8® type, apple, cranberry, or pineapple
- (L) Sandwich/wrap Meat and/or Cheese - ham, corned beef, roast beef, turkey, pork, beef pastrami, chicken, salami, sausage, cheddar, Swiss, or other natural cheeses
- (M) Vegetarian Sandwich/Wrap Equivalent– Peanut Butter, hummus, quinoa, cheese, beans, vegetarian patty, tofu entrees, and bean burritos
- (N) Prepared Salads - macaroni, carrot and raisin, potato, pea, coleslaw, fruit, rice or pasta salads
- (O) Tossed Salad Greens - romaine, endive, iceberg, green leaf, red leaf, butter, spinach, or cabbage
- (P) Fresh Fruit - melons, peaches, grapes, bananas, strawberries, pears, or seasonal fruit.
- (Q) Salad Dressings - regular and low/non-fat French, Ranch, Italian, Vinaigrette, Thousand Island, Blue Cheese or other acceptable varieties
- (R) Salad Condiments - croutons, wheat nuts, sunflower seeds, pumpkin seeds, crackers and taco chips, bread sticks, olives, pickles, or other fresh pickled or marinated vegetables
- (S) Dessert - cakes, cookies, pies, cobblers, puddings, pastries or ice cream
- (T) Tea - black, herbal, green, and spiced. Flavored tea may be served in addition to regular tea as an option.
- (U) Milk - white, (Whole, 2%, Skim, Rice, Almond, Soy), and Chocolate
- (V) Snack Varieties – Granola bar, Energy bar, Trail mix, Candy, Beef or Turkey Jerky or Sticks, Bagel, Crackers, Nuts, Sandwich Crackers, Chips, Fruit or Vegetable, Squeeze Pouch, Dried Fruit, Granola, Dill Pickle Pack, Fruit Straps, Fruit Bars, Single Serving Peanut Butter Pouch, Pretzels, Seeds, Graham Crackers, Cookies, Cheese ***Processed cheese and cheese food products are allowed for this item only.*** The State retains its full right to reject any product offered under this paragraph if the quality of the product is rejected by users.

Cooking Requirements

- (A) All foods shall be cooked in accordance with the requirements stated below and identified in the current FDA Food Code to minimize health hazards.
 - (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.
 - (2) Whole Muscle Beef - Roast beef and steaks for sandwiches shall be well done. Roast beef and 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 F Food Code or higher. Boiled eggs shall be well done.
- (B) Serving Container Requirements:
 - (1) Milk - Shall be available in individual cartons.

- (2) Juice - Shall be available in individual pop-top cans, non-crushable paper/foil-type containers and re-sealable plastic bottles.
- (3) Yogurt - shall be in individual factory packaged serving containers.
- (4) Desserts - Shall be either served at the serving line, or in individually wrapped dishes.
- (5) Salad Dressing and Condiments - Shall be available in individual packets. Salsa and hot peppers shall be served in approved containers at the salad bar.
- (6) Dry Cereal - Cold cereal shall be available in individual boxes or in approved bulk dispensers.

Food Quality Standards

- (A) Beef, Buffalo, Pork, Poultry, and Fish - The term “whole muscle” in this section shall mean whole muscle or sliced from whole muscle. Beef, buffalo, pork, poultry, and fish, shall not contain additives in raw products. No more than 15% pump in all USDA Choice pre-cooked and/or further processed beef items with the exception of corned beef brisket which may be 20%.
- (1) Beef - Fresh or fresh frozen whole/full muscle USDA inspected, USDA Choice or better with 1/4 inch trim, (lower grades of beef, including "no roll/select", are not acceptable)
 - (2) Buffalo - Fresh or fresh frozen whole/full muscle USDA inspected with ¼ inch trim
 - (3) Ground Beef - USDA inspected 100 % ground beef or ground beef patties meeting USDA ingredient and labeling requirements, not to exceed 20% fat. Need not be USDA Choice
 - (4) Beef for Shift Provisions/Sack Lunches - USDA inspected, need not be USDA choice. Whole/full muscle, flats, top and bottom rounds and eye of the round only (no shoulder cuts allowed). Pre-cooked further processed beef or cured beef such as corned beef or pastrami may be used. No ground beef products shall be used. No soy additives shall be included in beef products. (No more than 15% pump in all precooked, further processed, or cured beef items, with the exception of corned beef brisket and pastrami, which shall not exceed 20% pump.) Roast beef for sandwiches shall not appear to have a “green sheen”.
 - (5) Pork - USDA inspected, USDA Grades 1-4. Bacon, sausage and whole/full muscle pork items. hole/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)
 - (6) Cornish Game Hens - Whole/full muscle, USDA inspected, need not be USDA Grade A
 - (7) Poultry - Whole raw chicken shall be obtained from USDA inspected facilities and shall be USDA Grade “A” whole/full muscle. Cut raw chicken product shall be obtained from USDA inspected facilities and may be USDA Grade “A” or equivalent. 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. Acknowledgement of a top-quality (Best Label) and equivalent products does not necessarily constitute acceptance as an end product if that product is otherwise objectionable in appearance, taste or quality. Processed or precooked turkey shall not exceed 3 lobes per product of breast meat only. No more than 15% pump in all processed or precooked poultry items. No soy additives, or chunked, chopped and/or formed product allowed.
 - (8) 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.
 - (9) Fish - Whole muscle steaks or fillets. No chunked, chopped, formed, pressed or imitation product allowed.
- (B) Dairy Products - Pasteurized, USDA Grade A or better
- (C) Cheese - Natural cheese. No imitation cheese, cheese product, cream cheese, cheese food, or cheese spread allowed except in factory wrapped – commercially available products like burritos, chimichangas, etc., used for lunches and cold can breakfast.
- (D) Fresh Shelled Eggs - USDA inspected, Grade A
- (E) Frozen or Liquid Whole Egg(s) - USDA inspected and pasteurized. No egg product or powdered eggs

- (F) Canned Vegetables - US No. 1 or equivalent (top label)
- (G) Canned Fruits - US No. 1 or equivalent (top label)
- (H) Fresh Fruits and Vegetables - First Quality. When grading is available, fruit in the shift food provisions must be U.S. No. 1 or better. The **Resource Provider** shall provide documentation that validates that the quality of the product is equal to U.S. No. 1 or better. Containers, cases, and crates shall be marked for grade.
- (I) Frozen Fruits and Vegetables (All Meals) - Grade A
- (J) Juice - 100% fruit juice, 100% fruit juice blend; 100% vegetable juice. All juice must be pasteurized.
- (K) Dry Cereal (Breakfast) - Vitamin enriched
- (L) Bread – Whole grain or enriched
- (M) Coffee - High quality, Columbian or better
- (N) Tea - High quality
- (O) Oil - Pure vegetable oil and/or olive oil, no trans-fats
- (P) Prepared Salads - High quality
- (Q) Canned Tuna Fish - Chunk Light Tuna, Dolphin-safe, and water packed
- (R) Shift Food Items - Factory-wrapped or re-sealable individually wrapped by the **Resource Provider** at the incident. All ingredients shall be listed on the label for easy identification.

Packaging and Marking

- (A) Shift Provision/Sack Lunches - General:
 - (1) Shift Provisions/Sack Lunches shall be bagged in heavy-duty paper sacks, minimum 35 # weight, to protect the food
- (B) The **State** must be able to distinguish between vegetarian and regular Shift Provisions by use of different colored bags. Brown bags shall be used to designate regular lunches
- (C) Individual Shift Provisions/Sack Lunches shall be packed in cardboard boxes holding exactly 10 Shift Provision/Sack Lunches in each box. A consume by date shall be written on the cardboard box
- (D) Sandwiches shall be packaged in plastic sandwich bags or other packaging. The packaging shall keep the sandwiches intact and/or not excessively add to waste disposal.
- (E) Sandwiches ordered as supplemental items shall be individually wrapped in a resealable sandwich bag.
- (F) Snack items must be individually wrapped with labels that clearly list all ingredients contained in the package for identification of food allergens.
- (G) Shift Provision/Sack Lunch and Supplemental Sandwiches:
 - (1) The FDUL shall determine how long Shift Provisions/Sack Lunches and supplemental sandwiches may be held after preparation. The “Consume by Date” is generally within 24 hours of preparation date. A longer or shorter period of time may be deemed appropriate by the FDUL depending on refrigeration or storage conditions utilized.
 - (2) Shift Provisions/Sack Lunches shall be marked "Consume by (date and time; i.e. mm/dd, 00:00)."
 - (3) Supplemental Meat and Non Meat Sandwiches – Shall be stamped or labeled "Prepared on (date and time; i.e. mm/dd, 00:00)".
- (H) Frozen and Packaged Items -Frozen items shall not be frozen longer than the manufacturer “use by date”. Packaged items shall be used by the manufacturer's “sell-by or expiration date”.
- (I) Equipment Marking:
 - (1) Mobile Food Service Units - All vehicles comprising a complete Mobile Food Service Unit shall be permanently marked with Company Name, Unit Identification Number (UIN). Marking shall be in an obvious place and have letters no less than four inches in height.
 - (2) Potable Water Tanks - All potable water tanks shall have the size and use labeled on them in a conspicuous place with letters no less than 4 inches in height (for example: "500 GAL - POTABLE WATER").

(3) Gray Water Bladder Bags/Storage Containers - All gray water bladder bags/storage containers used shall have the size and use labeled on them in a conspicuous place with letters no less than 4 inches in height (for example: "1000 GAL - GRAY WATER").

(4) Hoses - All hoses shall be labeled at both ends to identify their use (i.e., gray or potable).

(J) Combination Hot Food/Drink Containers:

The Contractor is responsible for filling all combination Hot Food/Drink Containers, sealing and stamping or labeling them with the date and time they were filled and the contents within. A statement as follows shall be stamped or labeled on the container:

Prepared on (date and time; i.e. mm/dd, 00:00).

Must be Served within _____ Hours of Time

Prepared. Contents:

The serving time is normally within 4 hours of filling, unless otherwise approved by the FDUL. Hot or cold container meals shall only be packed in **State** furnished hot food containers (NFES 0244) and beverage containers (NFES 0246). All hot/cold food containers shall be labeled with food contents and portion size. Food for hot/cold container meals that is not temperature sensitive or is in individually packaged containers such as milk may be packed in reusable coolers or sent without further packaging as approved by the FDUL. Portion size shall be in simple terms (for example: Corn - 2 scoops per person, Chicken - two pieces per person). FDUL shall manifest hot/cold containers to remote camps.

(K) Food Labels:

The quality standards of the foods served shall be clearly visible and/or verifiable. Meat and poultry quality standards shall be visible on the unopened boxes or individual packages. In the case of poultry, a USDA Poultry Certificate is also acceptable for verification. In the case of products other than meat or poultry, appropriate USDA/industry/food supply company standards must be visible and/or verifiable. Examples of appropriate labeling are: USDA Choice beef package labeling shall clearly show the USDA inspection symbol (bug) and the USDA Choice shield or the words USDA Choice stamped on the box. USDA Grade A poultry package labeling shall clearly show the USDA inspection symbol (bug) and the USDA Grade A shield. Frozen fruits and vegetable packages shall clearly show the Grade A wording on the package or boxes, etc. Food items in packages not clearly labeled or identified by a USDA certificate or other appropriate verifiable identification, properly identifying the quality standards required under this contract, may be rejected by the **State**.

Note: Shift Provision/Sack Lunch or hot/cold can spreads, such as vendor made sandwich/wrap spreads, homemade burritos, etc. need to be labeled for content due to allergy or special diet needs.

State Responsibilities

The State will provide:

- Containers for grease disposal
- Arrangements for pick up and disposal of all waste products, trash, and cooking grease, after the waste products have been placed in the State supplied containers by the Resource Provider
- Gray water removal from the Resource Provider's gray water holding facilities
- Dust control for the main serving area as needed
- Potable water delivered to the MFSU as needed, after the first 480 gallons required to be furnished by the **Resource Provider** is used.
- Refrigeration of sack lunches and supplemental items upon delivery by the Resource Provider
- Daily meal count
- Quality Assurance (QA). The State performs Quality Assurance inspections. Quality Assurance means "the various functions, including inspection, performed by the State to determine whether a Resource Provider has fulfilled the contract obligations pertaining to quality and quantity." QA

inspections are random and test the Resource Provider's work to monitor or validate the Resource Provider's quality control inspection and testing.

- When an MFSU is dispatched to an Incident, the State may notify local health authorities of the time and location of services to be performed

Attachment AM

**OREGON DEPARTMENT OF FORESTRY
RESOURCE INFORMATION AND RATE SHEET
FOR TYPE 3 MOBILE FOOD SERVICES RESOURCES**

BUSINESS NAME/MAILING ADDRESS	BUSINESS OWNER NAME
DESIGNATED DISPATCH LOCATION ADDRESS	PHONE
PRIMARY DISPATCH CONTACT NAME	EMAIL PHONE

• **Option 1: Type 3 Mobile Food Service Unit (MFSU)**

Hot Breakfast Rate: # ___ ea \$ _____ # ___ ea \$ _____ # ___ ea \$ _____

Cold Can Breakfast Rate: # ___ ea \$ _____ # ___ ea \$ _____ # ___ ea \$ _____

Shift Provisions/Lunch Rate: # ___ ea \$ _____ # ___ ea \$ _____ # ___ ea \$ _____

Dinner Rate: # ___ ea \$ _____ # ___ ea \$ _____ # ___ ea \$ _____

Mileage Rate (per mile): \$ _____ Relocation Rate: \$ _____

Please include a list of any Optional/Supplemental items that you would like to offer on a separate sheet with details and pricing. Ordering of Optional/Supplemental items are subject to FDUL approval if ordered.

• **Option 2: Type 3 Catering Service (Local Use Only) * may provide one or more meal options**

Hot Breakfast Rate: # ___ ea \$ _____ # ___ ea \$ _____ # ___ ea \$ _____

Cold Can Breakfast Rate: # ___ ea \$ _____ # ___ ea \$ _____ # ___ ea \$ _____

Shift Provisions/Lunch Rate: # ___ ea \$ _____ # ___ ea \$ _____ # ___ ea \$ _____

Dinner Rate: # ___ ea \$ _____ # ___ ea \$ _____ # ___ ea \$ _____

Mileage Rate (per mile): \$ _____

AUTHORIZATION: The undersigned acknowledges, attests, and certifies individually and on behalf of the Resource Provider that the information contained herein is true, accurate and complete, and the required supplemental documentation is attached. Any falsification, omission, or concealment may subject to liability. The Resource Provider is bound by and shall comply with all provisions, terms, conditions, and requirements of this Agreement, including all Addendums, Attachments and Exhibits, and is authorized to perform Services in the state of Oregon. The Resource Provider acknowledges that company and Resource performance history, industry durability and rates offered may affect dispatch priority order of resources.

AUTHORIZED COMPANY REPRESENTATIVE PRINTED NAME/SIGNATURE	Date
ODF CONTRACT OFFICER PRINTED NAME/SIGNATURE	Date

Exhibit 1M

ODF Mobile Food Services Incident Resource Agreement



Mobile Food Service Request Form

Incident Name: _____ Incident No: _____

Resource Order Request No: E-_____ Reporting Location: _____

Resource Provider Name/Agreement No: _____

Dispatch Contact Name: _____ Phone: _____

Incident FDUL Name: _____ Phone: _____

Estimated Duration of Incident: _____ Estimated Personnel at Peak: _____

Food Services Requested (Dinner will always be the first meal served)

Date of First Meal: _____ Time of First Meal: _____

Estimated number of the first three meals:

1st Meal: Dinner Count: _____

2nd Meal: Hot Breakfast Count: _____

3rd Meal: Shift Provisions/Sack Lunch Count: _____

Notes:

Exhibit 2M

ODF Mobile Food Services Incident Resource Agreement



Mobile Food Service Unit Equipment Checklist

Incident Name: _____ Incident No: _____

Resource Order Request No: E-_____ Reporting Location: _____

Resource Provider Name/Agreement No: _____

Requirements	Inspector Comments
Fully enclosed. All doors and windows have screens, air curtains, or other means in accordance with current FDA Food Code.	
All equipment is sealed to the floor or raised at least 6 inches off the floor by means of an easily cleanable metal leg or foot.	
All equipment, including the interior of cabinets or compartments, walls, corners, ceilings, floors shall have smooth, easily cleanable surfaces. Equipment shall be free from channels, crevices, flanges, ledges, sharp or jagged edges or other cleaning obstructions.	
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.	
Food contact surfaces shall be constructed of stainless steel, high pressure laminated plastics, wooden cutting boards, or laminate hardwood.	
Utility and service lines shall be installed so they do not obstruct or prevent cleaning of floors, walls, and ceilings. Service lines may not be unnecessarily exposed.	
All junctures where floors and walls meet shall be covered. All seams, cracks, and junctures where walls and ceilings meet shall be sealed.	
Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed and the seal shall be smooth and easily cleanable.	

Requirements	Inspector Comments
Light fixtures, light bulbs, and light tubes shall be shielded, coated, or otherwise shatter resistant.	
All non-dedicated electrical receptacles shall be ground fault protected.	
Steam table shall be capable of maintaining a minimum temperature of 140 degrees Fahrenheit.	
One 3- compartment stainless steel sink.	
Sink shall be equipped with continuous gravity flow or pressurized hot (120 degrees Fahrenheit) and cold water. Sink shall be equipped with a mixing faucet capable of servicing any sink compartment.	
Sinks shall have smooth and sanitary drain boards or equivalent drying area.	
Food preparation sink.	
Hand washing facilities for Resource Provider's employees shall be provided within the kitchen unit and in close proximity to all food preparation areas.	
The hand washing sink shall be labeled as such, i.e., "Hand Washing Sink" and be provided with hot and cold water, paper towels, and antibacterial and phosphate free soap.	
Electric exhaust system with filters or screens over all cooking equipment (no galvanized material).	
Grease filter constructed of National Sanitation Foundation (NSF) approved material.	
Exhaust system and filters accessible for cleaning.	
All exhaust hood ventilation systems shall be equipped with NFPA approved automatic fire extinguisher systems.	
Waste receptacles, smooth, nonabsorbent, and easily cleanable.	

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

Agency Inspector Name: _____

Agency Inspector Signature: _____ Date: _____

Resource Provider Representative Name: _____

Resource Provider Representative Signature: _____ Date: _____

Exhibit 3M

ODF Mobile Food Services Incident Resource Agreement



Type 3 Mobile Food Service Unit Performance Evaluation

Incident Name: _____ Incident No: _____

Resource Order Request No: E-_____ Reporting Location: _____

Resource Provider Name/Agreement No: _____

Inclusive Dates: _____

Ratings: Summarize Resource Provider performance and circle in the column on the right the number that corresponds to the performance rating for each rating category. The rating official must provide comments supporting each numerical rating assigned.

Rating Category	Comments	Rating Number
Quality of Service		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Equipment		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Schedule: Timeliness of Performance		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Business Relations: Working with Government and other Resource Providers		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4

Type 3 Mobile Food Service Unit Performance Evaluation

Continuation Sheet

Incident Name: _____ Incident No: _____

Resource Order Request No: E-_____ Reporting Location: _____

Resource Provider Name/Agreement No: _____

Inclusive Dates: _____

Rating Category	Comments	Rating Number
Management of Key Personnel		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
Key Personnel Performance	Comments	
Name:		
Name:		
Name:		

Given the choice, would you select this Resource Provider again? Yes ____ No ____

Comments:

Agency Rating Official Name: _____

Agency Rating Official Signature: _____ Date: _____

Resource Provider Representative Name: _____

Resource Provider Representative Signature: _____ Date: _____

Type 3 Mobile Food Service Unit Performance Evaluation

Rating Factors

1 Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

2 Satisfactory: Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

3 Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

4 Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

All Rating Factors

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. ***Note: It is expected that this rating will be used in those RARE circumstances where contractor performance clearly exceeds the performance levels described as "Very Good".***

Exhibit 4M

ODF Mobile Food Services Incident Resource Agreement



Daily Meal Order and Invoice

Incident Name: _____ Incident No: _____

Resource Order Request No: E-_____ Reporting Location: _____

Resource Provider Name/Agreement No: _____ Invoice No: _____

Resource Provider Address: _____

Meal Period	Time to be Served	Meals Ordered and Time Ordered	Meals Served and Actual Time Meals Served	Number of Meals for Payment Purposes	Price Per Meal	Totals
Breakfast					\$	\$
Cold Cntr Breakfast					\$	\$
Shift Provisions					\$	\$
Dinner					\$	\$
Sub-Total for Meals						\$

Component	From Location (City Name)	No. of Miles	Rate per Mile	Total
Mileage			\$	\$

Component	Optional Items List	Rate	Daily Rate	Total
Relocation Fee		\$		\$
Optional Item			\$	\$
Optional Item			\$	\$
Optional Item			\$	\$
Sub-Total for Relocation Fee and Optional Items				\$

Daily Meal Order and Invoice Continuation Page

Supplemental Items							
Date Ordered	Food Unit Leader			Resource Provider		Invoice No.	
Item	Unit	Units Ordered	Units Received	Date Received	Initials	Unit Cost	Extended Cost
Bottled Sports Drink	oz					\$	\$
Brewed Coffee	gal					\$	\$
Hot Chocolate	gal					\$	\$
Tea, Iced or Hot	gal					\$	\$
Bottled Water	oz					\$	\$
Ice	lb					\$	\$
Ground Coffee	lb					\$	\$
Sandwiches (meat)	ea					\$	\$
Sandwiches (non-meat)	ea					\$	\$
Additional Refrigeration Storage Space	rate/ cu ft					\$	\$
Sub-Total for Supplemental Items							\$

Miscellaneous Charges and Credits		
Item	Description	Amount
Sub-Total for Miscellaneous Charges and Credits		\$

Totals	
Sub-Total for Meals	\$
Sub-Total for Mileage	\$
Sub-Total for Relocation Fee and Optional Items	\$
Sub-Total for Supplemental Items	\$
Sub-Total for Miscellaneous Charges and Credits	\$
Grand Total – Invoice Amount	\$

I certify that the services have been received as documented and I certify that all of the charges listed above are correct as documented.			
Name/Title of Authorized Government Representative		Name/Title of Resource Provider Representative	
Signature:		Signature:	
Date:	Phone:	Date:	Phone:

Exhibit 5M

ODF Mobile Food Services Incident Resource Agreement



Type 3 Mobile Food Services Sample Menus

(For Advance Approval by FDUL)

Hot and Hot Container Breakfasts	Date	Date	Date	Date	Date	Date	Date	Approved Yes / No		Approved Yes / No	
Eggs, fresh (2 or 3); or liquid (6 oz)											
Meat, 4 oz raw weight Type: fresh, frozen, or pre-cooked											
Bread, 1-1.5 oz Pancakes, French Toast, or Waffles, 3-4 oz AND Potatoes											
Milk, ½ pint Whole, 2%, Skim, Rice, Soy White and Chocolate											
Fruit, fresh or canned AND 100% Juice, 5.5 oz											
Cereal, cooked, 6 oz											

Proposed By: _____ Date: _____ Approved By: _____ Date: _____
Kitchen Manager *Food Unit Leader*

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

Type 3 Mobile Food Services Sample Menus Contd. P2

(For Advance Approval by FDUL)

Cold Container Breakfasts	Date	Date	Date	Date	Date	Date	Date	Approved Yes / No		Approved Yes / No	
Cereal, dry-cold, 2 each, ¾ oz											
Breakfast Protein Item Minimum 8 oz											
100% Juice, 1 each, 5.5 oz											
Muffins OR Equivalent equal, 5 oz											
Milk, ½ pint Whole, 2%, Skim, Rice, Soy White and Chocolate											
Fruit, fresh or canned, 5.5 oz OR Dried, 4 oz											

Proposed By: _____ Date: _____ Approved By: _____ Date: _____
Kitchen Manager *Food Unit Leader*

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

Type 3 Mobile Food Services Sample Menus Contd. P3

(For Advance Approval by FDUL)

Shift Provisions/ Sack Lunches	Date	Date	Date	Date	Date	Date	Date	Approved Yes / No		Approved Yes / No	
Primary Entrée 1 Type: Sandwich/Wrap - Meat											
Primary Entrée 1 Type: Sandwich/Wrap - Non-Meat											
Candy/Cookie/Dessert											
Chips/Pretzels/Crackers											
Alternative Protein											
Nuts/Seeds/Trail Mix											
Trial Item											
Fresh Fruit and Vegetables #1											
Fresh Fruit and Vegetables #2											
Fresh Fruit and Vegetables #3											

Proposed By: _____ Date: _____ Approved By: _____ Date: _____
Kitchen Manager *Food Unit Leader*

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

Type 3 Mobile Food Services Sample Menus Contd. P4


(For Advance Approval by FDUL)

Hot and Hot Container Dinners	Date	Date	Date	Date	Date	Date	Date	Approved Yes / No		Approved Yes / No	
Primary Entrée 1 - Meat Type:											
Primary Entrée 2 – Non-Meat, 4 oz											
Vegetables, 4 oz											
Potatoes OR Substitute, 6 oz											
Bread, 2 slices, 1 to 1.5 oz											
Milk, ½ pint Whole, 2%, Skim, Rice, Soy White and Chocolate											
Dessert, 4 oz											
Salad, two types 1 tossed green AND 1 prepared											

Proposed By: _____ Date: _____ Approved By: _____ Date: _____
Kitchen Manager *Food Unit Leader*

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

**EXHIBIT 6M
NOTICE OF ASSIGNMENT**

State of Oregon Department of Forestry		PLACE PREPARED <hr/> DATE
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PLEASE TAKE NOTICE that moneys due or to become due under the contract No. _____ have been assigned to the undersigned pursuant to the provisions of the Assignment of Claims Act of 1940 (Public Law No. 811, 76th Congress), approved October 9, 1940.

Payments due or to become due under such contract should be made to the assignee.

Please return to the undersigned the three enclosed copies of this notice with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt on behalf of the addressee.

NAME AND ADDRESS OF ASSIGNEE	BY (Signature)	TITLE OF SIGNING OFFICER

DATE RECEIVED	HOUR RECEIVED <div style="text-align: right;">A.M. P.M.</div>	
NAME AND TITLE OF ADDRESSEE OF NOTICE	BY (Signature on behalf of addressee)	TITLE

INSTRUCTIONS: In order to avoid delay, inconvenience, and possible impairment of the validity of assignments, these instructions should be followed carefully.

1. **Under the terms of the Assignment of Claims Act of 1940, written notice of each assignment of moneys due or to become due from the United States or from any agency or department thereof, must be filed with:**
 - (a) the contracting office or the head of its department or agency.
 - (b) the surety or sureties upon the bond or bonds, if any, in connection with such contracts, and
 - (c) the disbursing officer, if any, designated in such contract to make payment.
2. **All blanks should be carefully filled in and the original and three copies should be forwarded to each of the parties with whom notice is required to be filed.**
3. The addressee should acknowledge receipt of this notice on the three copies and return the same to the assignee.
4. One copy of each such receipt should be retained by the assignee for his own records and two copies of each such receipt should be attached to the first invoice, voucher, or other similar document submitted for payment.
5. It will not be necessary to forward additional copies of such receipt with requests for further payment, because the first copies will be duly recorded in the appropriate offices of the GOVERNMENT.
6. If there is no surety bond in connection with the contract, giving rise to the claim which is assigned, it is not necessary to serve notice of assignment upon any surety.
7. If no disbursing officer is designated in such contract to make payment, it is not necessary to serve notice of assignment upon any disbursing officer.

FOR VALUE RECEIVED, the undersigned assignor, hereinafter referred to as "assignor", in accordance with the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C.203, 41 U.S.C. 15), hereby sells, transfers, and assigns to

of all moneys due or to become due to assignor from the United States of America or from any department or agency thereof under the following contract:

- Contract Number
- Contract Date
- Agency
- Name of Contractor
- Contractor Address
- Contract Amount

Assignor hereby stipulates that no previous assignment has been made, and that no additional assignments will be made, of moneys due under said contract. Assignor hereby irrevocably authorizes and directs the disbursing officer of the United States of America or department or agency thereof to make payment to said assignee of said moneys due or to become due to assignor under said contract.

IN WITNESS WHEREOF, assignor has executed this assignment this _____ day of _____ 20_____

(NAME OF CONTRACTOR)

(CORPORATE SEAL)

ATTEST:

By _____
(SIGNATURE OF OWNER, PARTNER, OR OFFICER)

By _____

Title _____

Title _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) as:
COUNTY OF _____)

On this _____ day of _____ in the year 20____ before me _____, a notary public in and for said State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that individual executed the same.

NOTARY PUBLIC

(NOTARIAL SEAL)
My commission expires _____.

