

Performance Work Statement
(PWS)
42D ECAB 642 ASB Title 10 Contracted Feeding
At
Fort Indian Town Gap, PA

SECTION 1

1. DESCRIPTION OF SERVICES: The New York Army National Guard (NYARNG) anticipates catering for all feeding needs at Fort Indiantown Gap during 7-8 February 2023 for 642 ASB Soldiers in Title 10 status. Meals are to be delivered or prepared out of DFACs 12-28 and 12-38 by contractor using government furnished equipment. Meals are to be served by contractor whether delivered or prepared on site. Each DFAC will have 237 Soldiers going thru per meal.

1.1 SPECIFIC REQUIREMENTS: The Contractor will supply all paper products, Silverware, mermite containers, Utensils for serving for all points of this contract.

1.1.1 The contractor will designate in writing a supervisor authorized to act on the contractor's behalf during the performance of this contract and will provide the COR a written designation of the supervisor via email 48 hours prior to any change in contractor supervision. This individual will be the single point of contact between the Contracting Officer Representative COR and contractor on all matters of the contract.

1.2 GENERAL INFORMATION:

1.2.1 **HOURS OF OPERATION:** The hours of operation at 0600-0800 for Breakfast, 1130-1300 for Lunch, and 1700-1900 for Dinner are standard and requested. **Bagged Lunch meals (Menu L18) are to be available for pick-up during breakfast mealtime on 8 February 2023.

1.2.2 **QUANTITY:** Contractor will provide Quantity specified in Appendix A (Troop Meal Paperwork).

1.3 STANDARDS OF CONDUCT: The contractor will conform to specified professional standards. The vendor shall be Serve Safe certified and conduct their business accordingly. Must keep food at proper temperatures to ensure bacteria growth is not present temps for hot 140 degrees F, Cold 40 Degree F.

1.3.1 The contractor will comply with all Federal, State, and local laws, regulations, policies, permits and insurance.

1.3.2 Failure to maintain sanitary work and feeding environment will constitute a breach in standards.

1.4 SPECIAL INSTRUCTIONS:

1.4.1 The use of alcoholic beverages or illegal drugs by Contractor personnel while on duty is strictly forbidden. Any violation shall be cause for immediate removal of the offender(s) by the Contractor from further work. Removal of employee(s) for such cause does not relieve the Contractor of the requirement to provide sufficient personnel to adequately perform services.

1.5 RELOCATION OR MOVE OF LOCATIONS: Government will not change location without a 2 week notice to the vendor. As well a reciprocation of this policy goes to the vendor.

1.6 ADDITIONAL WORK BY CONTRACTOR: Any additional goods or change to work specified which may be performed by the Contractor, either at his own volition or at the request of an individual other than a duly appointed contracting officer; except as may be explicitly authorized in the contract, will be done at the financial risk of the Contractor. Only the Contracting Officer is authorized to bind the Government to a change in the specifications, terms, or conditions of this contract.

1.7 SECURITY REQUIREMENTS:

1.7.1 Controlled Unclassified Information (CUI). Observation of events, operations, physical changes, etc. may reveal sensitive information. Therefore, specific restrictions are needed to preclude unintentional release of this information to unauthorized parties. CUI includes any images, data or information, or observed events that reveal information about government operations, personnel, equipment; including, but not limited to: head-counts, activities, schedules, work/deployment frequency, routines, techniques, procedures, assets, weapons, equipment, personnel names, titles, positions, personnel movements, facility conditions, repairs, equipment movements, equipment orders, deliveries, shipments, etc. Unauthorized disclosures and attempts to solicit this type of information by unauthorized third parties or others not affiliated with this contract must be immediately reported to the installation Security Office.

1.7.2 Contractor and all associated sub-contractors will not release, perform, display, or disclose any Controlled Unclassified Information (CUI) to any person other than its own employees who require these data to perform the contracted services. Non-disclosure will specifically include data particular to para 1.2 and Appendix A; such as delivery schedules, service dates and times, quantities, locations, conditions, indicators of usage, and any observed troops.

1.7.3 The contractor, contractor employees, and associated sub-contractors will NOT disclose to unauthorized third parties, unofficial websites (including Social Networking sites), company websites, publications, newsletters or other any media; any CUI images, data or information that may reveal sensitive government operations, personnel, equipment, and/or classified or controlled unclassified information. Company press releases related to this contract will be coordinated through the Contracting Officer.

1.7.5 Contractor and all associated sub-contractors employees will provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contract Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition

(FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.7.5 Contractor and all associated sub-contractors employees will comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative).

1.8 ACCESS CONTROL:

1.8.1 All persons requesting access to Fort Indian Town Gap must have a legitimate purpose to access the installation under the terms of this contract, and must present a current valid Government (Federal, State, or Local) issued photographic identification card. All persons must present identification to any acting security personnel upon request at any installation access control point or during any point of occupation.

1.8.2 All contractor employees will carry proper photo identification with them at all times. The contractor must ensure compliance with all regulations and orders of the installation which may affect performance.

1.8.3 Unscheduled gate closures by Security Personnel may occur at any time, causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. All vehicles are subject to search and inspection pursuant applicable regulations.

1.8.4 The contractor's employees will become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation.

1.8.5 Any person requesting to bring a privately or commercially owned vehicle onto Ft Indian Town Gap (FTIG) will provide current documentation to show that the vehicle is properly registered with a Department of Motor Vehicles or a private vehicle leasing agency in the Continental United States (CONUS). Failure to provide proper documentation will result in denial of vehicular access to the installation. Vehicles entering FTIG will be subject to inspection upon entry.

1.8.6 Any moving violation of any applicable motor vehicle regulation may result in the termination of that contractor employee's installation driving privileges.

1.8.7 Hours of access for delivery vehicles and shipments are 8:00 AM - 3:00 PM daily. Contractor will provide all coordination with unit POC's on-site to receive all deliveries and pick-ups incident to this contract. Government shall not greet contractor suppliers and shall not accept deliveries or pickups on behalf of contractor.

1.8.8 The contractor's employees will become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. The inability of contractor employees or deliveries to gain proper access to Fort Drum shall not constitute an excuse for nonperformance under this contract.

1.8.9 Contractors and contractor employees will be escorted at all times in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas. The contractor will coordinate prior with the COR and/or the facility security office for access when required. All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance, shall be escorted at all times in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

1.8.10 Contractor employees will not attempt access to any Soldier building or sleeping areas.

SECTION 2

2 GOVERNMENT FURNISHED EQUIPMENT AND GOVERNMENT FURNISHED PROPERTY, MATERIAL, EQUIPMENT, SERVICES, UTILITIES (GFP/M/E/S/U):

2.1 GENERAL. The unit Point of Contact (POC) listed in Appendix A will provide any other specifics needed during the duration of the contract.

2.2 Materials: The Government shall not furnish paper products, cleaning products, or any other materials or supplies.

2.3 Services: The Government shall not furnish trash removal, maintenance, repair, or any other services.

2.4 Equipment: Contractor shall not modify or repair any government equipment. The contractor shall clean and return the government equipment in the same condition it was received. If there is a problem during usage, it should immediately be reported to the COR. The Government will furnish the following equipment per DFAC unit has reserved at FTIG. Listed below

- 1) Buffet Hot Food (1)
- 2) Skillet tilting electric (1)
- 3) Freezer (1)
- 4) Oven (1)
- 5) Refrigerator (2)
- 6) Griddle (1)
- 7) Stand Griddle 36x24 (1)
- 9) Toaster (1)
- 10) Ice Maker (1)
- 11) Range Gas (1)

2.5 Contractor Furnished Property, Materials, and Equipment (CFP/M/E): Except for those items specifically stated to be Government-Furnished in Paragraph 2.1, the contractor will furnish everything required to perform these services. The Government shall furnish upon contract approval the following

2.6 Storage of CFP/M/E: Contractor will remove all CFP/M/E within 7 days of the completion of services.

SECTION 3

3 SERVICES SUMMARY: The services to be performed by the Contractor during the period of this requirement, at all times and places are subject to review by the Unit POC.

3.1 The Unit POC is the authorized individual who will perform assessments of the Contractor's performance. Government POC may inspect the Dining Facility, for compliance with contract terms and governing regulations.

APPENDIX A
FEEDING SCHEDULE

DATE	BREAKFAST #Meals/Time/Menu	LUNCH #Meals/Time/Menu	DINNER #Meals/Time/Menu
2-07-23	475 PAX/0600/MENU # B2	475 PAX/1200/MENU # L6	475 PAX/1700/MENU # D1
2-08-23	475 PAX/0600/MENU # B4	475 PAX/AVAILABLE FOR PICK UP WITH BREAKFAST/0600/MENU # L18 (Bagged lunch)	

POINT OF CONTACT:

NAME: SFC Viele, Stephen

UNIT: 42d ECAB

EMAIL: stephen.p.viele.mil@army.mil

PHONE: 518-901-9595