



NATIONAL GUARD BUREAU
OFFICE OF THE UNITED STATES PROPERTY AND FISCAL OFFICER, NORTH DAKOTA
PO BOX 5511, BISMARCK, NORTH DAKOTA 58506-5511

PERFORMANCE WORK STATEMENT (PWS)

FOR

Caterer/Food Services

1.0 General:

1.1 Scope: The contractor shall provide all plant, labor, materials, and transportation necessary to provide Catered Meals/Food Services to North Dakota Army National Guard Soldiers.

1.2 Background: Catered Meals for 816th Military Police Company in Fort Harrison, Montana and Limestone Hills Training Area, Montana.

1.3 Period of Performance: Date Range: 3-13 June 2023

1.4 General Information:

1.4.1 Quality Control (QC): Meals shall be prepared in accordance with applicable State Health Laws, Regulations and Policies.

1.4.2 Place and Performance of Services:

3 June: Dinner 1700-1800. Location: Ft. Harrison Cantonment

4 June: Breakfast 0600-0630; Dinner 1700-1800. Location: Ft. Harrison Cantonment

5-6 June: Breakfast 0600-0630; Dinner 1700-1800. Location: Ft. Harrison Cantonment & Limestone Hills Training Area (Breakfast meals on these days will be delivered to both locations)

7-13 June: Breakfast 0600-0630; Dinner 1700-1800. Location: Ft. Harrison Cantonment

The contractor shall provide services between the hours of Breakfast 0600-0630; Dinner 1700-1800 from 3-13 June 2023. Performance shall be at Fort Harrison, Montana (Cantonment-Bldg TBD and Limestone Hills Training Area). The contractor shall always maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS.

1.4.3 The contractor's employees shall become familiar with and obey the regulations of the installation, including fire, traffic, safety, and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall always carry proper identification with them. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance.

1.4.4 Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the ND Army National Guard POC or Contracting Officer's Representative (COR).

1.4.5 Protection of Personally Identifiable Information (PII). The contractor shall protect all Personally Identifiable Information (PII) encountered in the performance of services in accordance with DFARS 224.103 and DoDD 5400.11, Department of Defense Privacy Program, and DoD 5400.11-R. If a PII breach results from the contractor's violation of the aforementioned policies, the contractor shall bear all notification costs, call-center support costs, and credit monitoring service costs for all individuals whose PII has been compromised.

1.4.6 Physical Security. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.4.7 Combating Trafficking in Persons: The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance policy, the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment. The contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17.

2.0 Definitions and acronyms

2.1.1 CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 CONTRACTING OFFICER (KO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment will be in writing and will state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 DELIVERABLE. Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.1.6 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.7 QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.2 ACRONYMS:

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
AT/OPSEC	Antiterrorism/Operational Security
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
KO	Contracting Officer
OCI	Organizational Conflict of Interest
PII	Personally Identifiable Information
POC	Point of Contact
PWS	Performance Work Statement
QC	Quality Control

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract:

3.1 Property: The Government will furnish the necessary workspace for the contractor to perform services outlined in this PWS to include meal prep space, counters, and tables. **THERE WILL BE NO COOKING OF RAW FOOD ALLOWED. YOU MUST LEAVE THE AREA LIKE IT WAS WHEN YOU FIRST ARRIVED. NOT ALL AREAS HAVE ALL OF THESE ITEMS AVAILABLE FOR USE. PLEASE CHECK WITH NDARNG TO ENSURE WHAT YOU REQUIRE IS AVAILABLE.**

3.2 Materials:

3.3 Equipment:

3.4 Services:

3.5 Utilities: All utilities in the facility will be available for the contractor's use in the performance of this contract. The contractor shall instruct employees in utilities conservation practices. The contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E):

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

5. Menu Requirements.

5.1 Breakfast shall include the following basic items:

- Chilled juice
- Assorted dry cereal
- Pancakes with syrup and/or French toast
- Eggs
- One Meat (bacon, ham, sausage)
- Potato
- Toast
- Jelly
- Butter/Margarine patties
- Pastries
- Fresh Fruit
- Coffee
- Milk

5.1.2 The contractor is expected to use their professional judgment in creating an acceptable breakfast menu.

5.2 Lunch & Dinner Meals shall include the following basic items:

- One Entrée
- Potato
- Cooked Vegetable
- Salad
- Fruit
- Bread/Rolls
- Butter/Margarine patties
- Milk
- Coffee
- Fruit drink
- Dessert from 3.3.2

5.2.1 Acceptable dinner meal entrees include but are not limited to the following items. The contractor may include other acceptable entrees. Acceptability will be determined by the Contracting Officer.

- Baked Fish
- Baked Ham
- Roast Turkey
- Roast Beef
- Roast Pork Loin
- Meat Loaf
- Baked, BBQ, or Fried Chicken
- Theme Meal (Mexican, Italian, German fare)
- Salisbury steak
- Pulled Pork
- Spaghetti

5.2.2 Desserts may consist of one of the following.

- Pie
- Cake
- Cookies
- Bars
- Ice Cream

6. Other requirements. The contractor shall:

6.1 Provide all dinnerware required to serve the meals (plates, bowls, utensils, napkins, cups, etc.)

6.2 Remove and dispose of all trash that accumulates during the meal periods.

6.3 Clean the serving and eating areas after each meal

6.4. Provide all standard condiments appropriate for the meals (salt, pepper, sugar, artificial sweetener, coffee creamer, catsup, mustard, steak sauce, etc.)

6.5 Provide a proposed menu with their offer. Menus will be reviewed and approved by the Contracting Officer.

7. Meal requirements:

7.1 Number of meals required at each meal period:

7.1.1

3 June: Dinner 115; Delivered to: Ft. Harrison Cantonment

4 June: Breakfast 115; Dinner 115; Delivered to Ft. Harrison Cantonment

5 June: Breakfast 90; Dinner 90; Delivered to Ft. Harrison Cantonment

5 June: Breakfast 25; Dinner 25; Delivered to Limestone Hills Training Area

6 June: Breakfast 90; Dinner 115; Delivered to Ft. Harrison Cantonment

6 June: Breakfast 25; Delivered to Limestone Hills Training Area

7-13 June: Breakfast 115; Dinner 115; Delivered to Ft. Harrison Cantonment

7.1.2 The actual number of meals required may change during the period of performance, however the number of meals required is subject to no more than a 10% increase or decrease from the numbers specified; the contractor shall be paid for the actual number of meals served at any given meal, but for no less than the 90% of the number specified in the purchase order for any given meal. The contractor shall be given a 24-hour notice if there is a change in the number of meals required. The contractor shall only accept changes authorized by the Contracting Officer.

7.1.3 Weather may affect the meal requirements. Any delays in the mission requirements caused by weather may necessitate the requirement for additional meals outside of the periods listed in Paragraphs 7.1.1. The Contracting Officer will contact the contractor if additional meals are required.

7.1.4 Early start/finish: if mission requirements are started and/or completed early, the Contracting Officer will contact the contractor to determine an equitable settlement for the additional meal periods and/or the meal period(s) not required.

7.2 Meals will be served at the following times:

3 June: Dinner 1700-1800.

4-13 June: Breakfast 0600-0630; Dinner 1700-1800.

8. Contact Information:

8.1 The successful offeror will provide a point of contact upon contract award, to include name, phone number, and email address (if available).

8.2 The contractor will be provided the name and phone number of an on-site point of contact upon contract award. The on-site POC will not have the authority to change contract requirements, but will relay all necessary changes, questions, problems, and other contract issues to the ND Army National Guard Contracting Officer. The on-site POC will be responsible for any installation access authorizations required by the contractor (**For contractors that do not require CAC, but require access to a DoD facility or installation:** Contractor and all associated sub-contractors employees shall 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)).

8.3 The responsible ND Army National Guard Contract Specialist is Marie Tharpe, (701) 333-2225, email marie.a.tharpe.civ@mail.mil.