



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGE	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended,  
☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THAT CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

# Amendment Attachment: Overflow from Box-14 from SF-30

Solicitation 1204H118Q7031, Chippers for the USDA – Forest Service in the Pacific Northwest Region 6 is amended as follows:

The following language has been removed in its entirety from D.16 – PRE-SEASON INSPECTIONS. “A mechanical inspection (OF 296) will also be completed during the preaward inspection process, however, the OF 296 is for informational purposes only. Items on the OF 296 needing repaired or replaced is the vendors responsibility and shall be repaired or replaced prior to accepting a dispatch.”

D.16 – PRE-SEASON INSPECTIONS will read as follows:

Resources under this solicitation, and resultant agreement, are required to pass a pre-award inspection prior to award. Inspections must be completed by an approved MOU Equipment Inspection provider before MAY 1, 2018 in order to be placed on a Dispatch Priority List (DPL) for the 2018 fire season. Vendors are responsible to contact an MOU Equipment Inspection Provider to schedule an inspection and pay for the costs of the services performed. Vendors should provide manufacturers documentation to support equipment specifications, if necessary. See link below for a list of approved MOU Equipment Inspection Providers. Replacement equipment is also required to complete a pre-award inspection.

NOTE: If your resource(s) is/are not inspected by MAY 1, 2018, but is/are inspected after MAY 1, 2018 and prior to MAY 1, 2019, vendors may receive an award under this solicitation; however, the resource(s) will be suspended for the 2018 season. Equipment inspected after MAY 1, 2018 may be utilized under an Incident Only EERA (Emergency Equipment Rental Agreement), however, the EERA will be limited to the 90% report rate and not the rate awarded in your VIPR agreement. Your resource(s) will be reinstated for 2019 if the resource(s) is/are inspected by MAY 1, 2018.

Resources not inspected by MAY 1, 2019 should be withdrawn by the vendor or will be terminated by the Contracting Officer. Current Equipment Inspection Providers and Pre-Award Inspection Checklist(s) are located at the following website:

<https://sites.google.com/site/factcontractoperations/> For issues and questions regarding the pre-award inspection process, email Contract Operations at [FACT@fs.fed.us](mailto:FACT@fs.fed.us)

-- End of Amendment 0001

## SECTION B - INTRODUCTION

### B.1 -- I-BPA USE AND INTENT

(a) The intent of this solicitation is to obtain the services described in D.1 Scope of Agreement for Local, Regional, and Nationwide fire suppression and all-hazard incidents.

(b) The Blanket Purchase Agreements resulting from this Request for Quote (RFQ) may be used by multiple State and Federal wildland fire agencies.

(c) Exhibit H contains requirements specific to the various State and Federal wildland fire agencies.

### B.2 -- PRICING AND ESTIMATED QUANTITY

(a) This solicitation will result in multiple agreements. The dollar limitation for any individual order is \$150,000.00. Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

(b) Proposed rates shall include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/ operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractors representative attendance at the operational period briefings should also be included. Contractors shall comply with the 2:1 work/rest ratio as outlined in the Interagency Incident Business Management Handbook (Work/Rest Guidelines). When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

(c) Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is

reflected in the rates paid for the resource.

### B.3 -- BASIS OF AWARD

(a) The Government will award a sufficient number of I-BPAs anticipated to meet incident resource needs resulting from this solicitation to responsible quoters whose quotes conforming to the solicitation will be advantageous to the Government, price and other factors considered. The number of I-BPAs awarded will be determined based upon historical usage and other relevant data such as predictive services information, available personnel to administer agreements, etc.

(b) The following factors shall be used to evaluate quotes:

- (1) operational acceptability of equipment/resource offered to meet the Government requirement
- (2) price reasonableness
- (3) past performance dependability risk

(c) A quote will be considered operationally acceptable if the offered resource meets the minimum requirements stated in the specifications.

(d) Price reasonableness may be based upon competition, government estimates, commercial pricing, historical data, etc.; generally, reasonable pricing that is low will result in higher dispatch priority.

(e) Past performance dependability risk will be assessed as high, low, or unknown (high indicating significant probability for poor future performance) based upon customer satisfaction as reflected in evaluations received for the quoter on incidents and other related experience within the past 36 months, compliance with Federal, state, and local laws and regulations, and quoters history of reasonable and cooperative behavior. Pursuant to FAR 42.1501 the contractors record of integrity and business ethics, and generally, the contractors business-like concern for the interest of the customer will be a consideration of past performance.

(f) I-BPAs will be awarded only to quoters with:

- (1) reasonably priced resources
- (2) operationally acceptable resources
- (3) a low or unknown performance risk

(g) The notice of award will be electronically mailed to the vendors email address as provided in VIPR.

### B.4 -- MULTIPLE RESOURCE CATEGORIES/TYPING

A single resource may be awarded under multiple resource categories and/or typing. However, the same Dispatch Center must be selected for the single resource. In addition, nationally only one award will be made for a resource within each category and/or type. The Contractor may choose to respond to solicitations from multiple geographic areas; but upon acceptance of an offer of award, all other offers for that resource category and/or type will be ineligible for award. Prospective quoters are cautioned to carefully consider the solicitations to which they respond.

## B.5 -- UNRESTRICTED

(a) I-BPA solicitations will be set-aside for small business concerns unless market research indicates a need to advertise on an unrestricted basis (i.e. there are not enough small business concerns to meet anticipated needs). If Block 10 of the SF-1449 is checked unrestricted:

(1) Multiple awards of I-BPAs resulting from this solicitation will be made to responsible business concerns.

(2) Priority ranking for dispatch will be determined by the method described in D.6.2; no advantage will be given for business size or status in an unrestricted solicitation.

## B.6 -- SOCIOECONOMIC STATUS ADVANTAGE APPLICABLE TO DPL RANKING

(a) Multiple awards of I-BPAs resulting from this solicitation will be made on a competitive basis to responsible small business concerns.

(b) Priority ranking for dispatch will be determined by applying a 5% advantage (to the method described in D.6.2) for each socioeconomic category (other than small business) checked in Block 10 of the SF-1449. A vendor meeting multiple targeted socioeconomic categories will receive multiple percentage points with a cap of 10%; for example if HUBZone, Service-Disabled Veteran-Owned, and 8(A) are all checked in Block 10 and a vendor qualifies as all three his advantage will be 10% for purposes of Dispatch Priority List placement.

## B.7 -- SUMMARY

(a) The Contractor shall:

(1) Submit a quote in the Virtual Incident Procurement (VIPR) System (see E.1 52.212-1 Instructions to Offeror in Section E, found under the heading "Submitting Representations and Certifications with Your Quote" at <http://www.fs.fed.us/business/incident/vendorapp.php>). Online help can be found within the application, at the bottom of the page under Getting Help.

(2) VIPR Vendor Application

(i) This solicitation requires vendors to submit their quotes using the VIPR Vendor Application.

(ii) To access the VIPR Vendor application, go to

<http://www.fs.fed.us/business/incident/vendorapp.php>

(iii) You will find:

(A) A link to log into the VIPR Vendor Application.

(B) Information and instructions specific to the Vendor Application, including how to submit your Representations and Certifications FAR 52.212-3.

(3) Contractors shall register and update information in the System for Award Management (SAM), formerly known as CCR. As a part of their SAM information, they shall complete online Representations and Certifications (formerly known as the Online Representations and Certifications Application or ORCA) within SAM at <https://www.sam.gov>. If the Contractor chooses not to complete FAR 52.212-3, Offer Representations and Certifications - Commercial Items (see E.2) on-line, then a completed copy of this clause shall be completed and submitted separately via email or fax to the Contracting Officer as a part of the quote. IMPORTANT: Your account being active in SAM is directly related to you being able to receive payment for any orders received. If you do not update the Entity Management information at least once every 365 days, the registration becomes in-active.

(b) If you are new to Federal sector contracting or need other assistance with regards to placing a quote under this solicitation, contact your local Procurement Technical Assistance Center (PTAC). Locations of PTACs and other valuable information on contracting with the Government may be found at: <http://www.aptac-us.org/>.

(c) NOTE: The Virtual Incident Procurement (VIPR) System will be used by the Forest Service for all pre-season incident procurements. In order to respond to solicitations issued through VIPR, Vendors must obtain Level 2 eAuthentication, which provides the ability to conduct official electronic business transactions via the internet. Additional information regarding eAuthentication can be obtained at: <http://www.fs.fed.us/business/incident/eauth.php> OR by contacting your local acquisition office: <http://www.fs.fed.us/business/incident/contacts.php#field>.

## SECTION C - CONTRACT CLAUSES

Updated through FAC 2005-96 (CORR), Effective 8 NOV 2017

### C.1 -- 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78

(19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41. U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (8) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_X\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). (NOTE: This clause is applicable if the solicitation is set aside for HUBZone Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)

\_\_\_ (ii) Alternate 1 (NOV 2011) of 52.219-3.

\_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate 1 (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_X\_ (14)(i) 2.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_X\_ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).



- \_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (NOV 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (NOV 2016) of 52.219-9.
- \_X\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_X\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f). (NOTE: This clause is applicable if the solicitation is set aside for Service-Disabled Veteran-Owned Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)
- \_X\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- \_X\_ (23) 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015)(15 U.S.C. 637(m)). NOTE: This clause is applicable if the solicitation is set aside for EDWOSB or WOSB. See Block 10 of the SF-1449 for solicitation set aside action.
- \_X\_ (24) 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)(15 U.S.C. 637(m)). NOTE: This clause is applicable if the solicitation is set aside for EDWOSB or WOSB. See Block 10 of the SF-1449 for solicitation set aside action.
- \_X\_ (25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_X\_ (26) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- \_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- \_X\_ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- \_X\_ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- \_X\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- \_X\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_\_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the

acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_ (38)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (JUN 2014)(E.O. 13423 and 13514).

\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Television (JUN 2014)(E.O. 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

\_X\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)(E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (JUN 2016) (E.O. 13696).

\_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_ (46) 52.225-1, Buy American - Supplies (MAY 2014) (41 U.S.C. chapter 83).

\_\_\_ (47)(i) 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42 and 112-43).

\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_ (55) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (59) Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495)

\_X\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014)(41 U.S.C. chapter 67).

\_X\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_X\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (MAY 2014) (41 U.S.C. Chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_X\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -

## Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause -

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41.U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016)(38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and

E.O. 13627).

\_\_\_\_ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## C.2 -- 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://acquisition.gov/far/> or <http://farsite.hill.af.mil/>.

52.212-4 Contract Terms and Conditions Commercial Items (JAN 2017)

52.223-1 Biobased Product Certification (MAY 2012)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

52.236-7 Permits and Responsibilities (NOV 1991)

52.245-1 Government Property (JAN 2017)

### C.2.1 -- ADDITIONAL INFORMATION REQUIRING VENDOR CERTIFICATION.

This is to notify you of recent award prohibitions contained in sections 744 and 745 of Division E,

Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) regarding corporate felony convictions and corporate tax delinquencies. Under the Appropriations Act, no awards can be made to any corporation (for profit or non-profit) that has a tax delinquency or felony conviction as defined in the Appropriations Act and described in the attached representation. To comply with these provisions, all offerors are required to complete the representation in SAM. Please note that if you have a tax delinquency or felony conviction, as defined in the Appropriations Act and described in the attached representation, you are not eligible for award. If you are ineligible for award because of these prohibitions it is possible that you can regain eligibility for award, but only if the suspension and debarring official considers your tax delinquency and/or felony conviction and determines that suspension or debarment is not necessary to protect the interests of the Government.

#### C.2.2 -- ASSIGNMENT OF CLAIMS.

(a) Assignment of claims is not authorized.

(b) In accordance with FAR Part 32.803, it is determined prohibiting assignment of claims against this I-BPA and any resultant resource order is in the Governments interest.

(c) Pursuant to FAR 52.212-4, vendors shall not change the name or address for EFT payments in the SAM record to reflect an assignee for the purpose of the assignment of claims.

#### C.3 -- AGREEMENT AND PERFORMANCE PERIODS

.

##### C.3.1 -- AGREEMENT PERIOD.

.

(a) Estimated date of award is

May, 2018 . The Agreement period is for

3 years from the date of award. An annual review will be conducted and at that time, Contractors will be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect. In addition, a Contracting Officer may allow the Contractor to change their Host Dispatch Center and/or Equipment Attributes.

Note: allowable equipment changes will not include the addition of new resources and will not result in a change in equipment typing.

.

(b) It is estimated that the anticipated use period for resources within the Pacific Northwest Geographic area may fall between

June and October of each year. Potential use outside this area or anticipated use period could occur at any time. Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon

request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

.

(c) Any order issued during the effective period of this agreement and not completed within that period shall be completed by the Contractor prior to release from the ordered incident assignment. The agreement shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the agreements effective period.

.

#### C.3.2 -- START WORK.

.

The Contractor shall provide availability status to the designated dispatch office within 10 days after award of the Agreement.

.

#### C.3.3 -- AGREEMENT CANCELLATION.

.

This Agreement may be discontinued upon 30 days' written notice by either party.

.

### C.4 -- AUTHORIZED PERSONNEL TO PLACE ORDERS

Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, and Purchasing Agents are authorized to place orders against this agreement. Orders must be placed in accordance with established ordering procedures as specified in National and Regional mobilization guides.

### C.5 -- CLAIM SETTLEMENT AUTHORITY

For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

### C.6 -- CHANGES TO AGREEMENTS

Changes to Agreements may only be made by the original signing procurement official or a designated successor contracting officer (as designated officially in VIPR). If the original signing procurement official or designated successor contracting officer is not available and adjustments are deemed appropriate, an Emergency Equipment Rental Agreement (EERA) shall be executed at the incident and shall be applicable ONLY for the duration of that incident. The EERA must

include the name and location of the incident.

#### C.7 -- 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

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

#### C.8 -- LOSS, DAMAGE, OR DESTRUCTION

- (a) For equipment furnished under this agreement WITHOUT operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.
- (b) For equipment furnished under this agreement WITH operator, the Government shall not 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 Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

#### C.9 -- FIREARM - WEAPON PROHIBITION

The possession of firearms or other dangerous weapons (18 USC 930 (g)(2)) are prohibited at all



times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knife with a blade less than 2 1/2 inches in length or a multi purpose tool such as a Leatherman.

#### C.10 -- HARASSMENT FREE WORKPLACE

Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at [www.gpoaccess.gov/](http://www.gpoaccess.gov/).

#### C.11 -- PRE-QUOTE MEETING (Optional)

.  
(a) The Government is planning pre-quote meeting(s), during which potential quoters may obtain a better understanding of the work required.

.  
(b) Quoters are encouraged to submit all questions in writing at least five (5) days prior to the conference.

.  
(c) Quoters are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the quoter to seek clarification prior to submitting a quote.

.  
(d) The conference(s) will be held:

1) February 1, 2018, Canyonville, OR, Seven Feathers Casino Resort, 146 Chief Miwaleta Lane, 6:00 to 8:00 p.m.

2) February 2, 2018 Springfield, OR, Willamette NF Headquarters, 3106 Pierce Parkway, Suite D, 10:00 a.m. to 12:00 p.m.

3) February 5, 2018, Wenatchee WA, Confluence Technology Center, 285 Technology Center Way, 6:00 to 8:00 p.m.

4) February 6, 2018, Spokane, WA, Hampton Inn, 2010 S. Assembly Road, 6:00 to 8:00 p.m.

5) February 7, 2018, Pendleton, OR, Wildhorse Resort & Casino, 46510 Wildhorse Boulevard, 6:00 to 8:00 p.m.

6) February 8, 2018, Redmond, OR, Eagle Crest Resort Conference Center, 6:00 to 8:00 p.m.

7) February 13, 2018, John Day, OR, Malheur NF Headquarters, 431 Patterson Bridge Rd, 1:00 to 3:00 p.m. .

## SECTION D - RESOURCE INFORMATION

### D.1 -- SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain Chippers for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used on fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

### D.2 -- EQUIPMENT REQUIREMENTS

.

#### D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

.

Chipper unit/trailer(s) and transportation vehicle(s) shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

.

#### D.2.1(a) -- Contractor Provided Personal Protective Equipment.

.

(a) Personal Protective Equipment (PPE). Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the PPE is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident. Contractor shall be responsible for ensuring that all personnel arrive with the following PPE:

(1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not acceptable).

(2) HARD HAT: Hardhat meeting NFPA Standard 1977 is required.

(3) GLOVES: One pair of heavy-duty leather per person.

(4) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).

(5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB.

(6) HEAD LAMP: With batteries and attachment for hardhat.

(7) FIRE SHELTER: New Generation Fire Shelter is required.

(8) FLAME RESISTANT CLOTHING (Shirt and Pants). A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must be certified to NFPA 1977.

NOTE: It is recommended that fireline personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

.  
D.2.1.1 -- MINIMUM EQUIPMENT REQUIREMENTS.

Type 1 Chipper: 18 inch minimum diameter capacity

Type 2 Chipper: 13-17 inch diameter capacity

Type 3 Chipper: 9-12 inch maximum diameter capacity

All types must have a minimum of a 2-person crew and be equipped with an in-feed mechanism that operates in forward, reverse and stop modes.

Specify: Self-propelled or tow-behind.

Optional: Boom feed if required..

D.2.1.2 -- All vehicles offered and under hire on this Agreement shall contain a fire extinguisher, multi-purpose 2A 10BC, that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag.

.  
D.2.2 -- TRANSPORTATION.

.  
D.2.2.1. -- All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

.  
D.2.2.2 -- All Units offered and used under this Agreement shall be licensed and legally operable on all roads. All Units with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)

.  
D.2.2.3 -- Prohibited Marking. Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.3 -- PERSONNEL REQUIREMENTS

.  
(a) All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall

comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

.  
(b) Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.

.  
(c) Contract resources must abide by the terms and position requirements of the respective agreement they are hired under.

.  
D.3.1 -- TRAINING/EXPERIENCE.

.  
(a) Contractor personnel are responsible for operating the equipment and feeding materials into the chipper.

.  
(b) RT-130 Annual Fireline Refresher including fire shelter is required.\*

.  
(c) The government reserves the right to verify training at any time for all operators.

.  
D.3.2 -- ENGLISH SPEAKING REQUIREMENT.

.  
Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractors representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

.  
D.4 -- EQUIPMENT RELIABILITY

(a) The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

(b) The Government reserves the right to conduct inspections at any time.

D.5 -- AVAILABILITY

If the Host Dispatch Zone or Geographic Area requires it, the Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

D.5.1 -- HOST DISPATCH CENTER SELECTION. (applicable to all agreements except those with designated single GACC ordering procedures)

Regional and local awards may not be made to vendors designating equipment City and State location more than 450 miles away from their selected Dispatch Center.

#### D.6 -- ORDERING PROTOCOL FOR RESOURCES.

.  
(a) This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement.

.  
(b) The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors."

#### D.6.1 -- DISPATCH PRIORITY.

.  
(a) Each host dispatch center will give dispatch priority to the resource offering the greatest advantage (See D.6.2) before all other private resources not under Agreement with the following exceptions:

(1) For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.

(2) Tribal preference policy established within reservation jurisdiction.

(3) Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement.

.  
(b) Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non pay status when that resource is available.

#### D.6.2 -- RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY.

.  
(a) All resources will be evaluated and agreements will be awarded in accordance with B.3. Resources on an awarded Agreement will be ranked on a dispatch priority list by Host Dispatch Zone.

ALL REGION 6 VENDORS ARE REQUIRED TO SELF-STATUS THEIR RESOURCE(S) IN

ROSS. To access ROSS, Vendors must have a NAP Account. Click on the following link to learn how to request a NAP Account and to self-status your resource(s):

<https://sites.google.com/site/factvendorresources/> . As described in B.6, socioeconomic status advantage will be given to those small business concerns identified in Block 10 of the SF-1449.

(b) In addition to the award evaluation factors in B.3, criteria have been developed for some categories of equipment to assess the advantages for dispatch priority. If no additional criteria are identified, lowest price awarded resources will be ranked highest on the dispatch list.

(c) Within each small business program category, priority will be given according to the price offered for the type of resource. The price will be based on the daily rate offered, with the lowest price being ranked highest on the dispatch list: Daily Rate

D.6.2.1 -- Tied Prices/CBA Scores. The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

#### D.6.3 -- ORDERING PROCEDURES FOR RESOURCES.

D.6.3.1 -- Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within the selection made at D.6.2. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

D.6.3.2 -- If all contractor resources on the dispatch priority list are depleted within the selection made at D.6.2, orders will be placed utilizing established dispatch procedures.

#### D.6.4 -- INFORMATION REQUIRED WHEN PLACING ORDERS.

##### D.6.4.1 -- Information Provided to the Contractor.

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

(1) Resource Order Number.

(2) Incident Order Number and Name of Incident.

(3) Date and time to report to incident.

(4) Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.

(5) Incident contact phone number for further information.

(6) Fire Code/Funding Code

(b) Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the ETD and ETA from point of dispatch.

.

(c) Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

.

#### D.6.5 -- DISPATCHING PROCEDURES.

.

D.6.5.1 -- When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch priority list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

.

D.6.5.2 -- The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

.

D.6.5.3 -- At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

.

D.6.5.4 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

.

#### D.6.6 -- EMERGENCY INCIDENT DRIVING.

.

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). Reference D.21.8.1.2. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

.

#### D.6.7 -- WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT.

.

(a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.

.

(b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the

Government has the option to:

(1) Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel.

(2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.

(3) With the Government's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

.

#### D.6.8 -- DEMOBILIZATION.

.

The Incident Commander will determine the priority of demobilization.

.

#### D.6.9 -- RELEASE.

.

Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

.

### D.7 -- PROPERTY

#### D.7.1 -- ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS.

(a) Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

(b) Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.



#### D.8 -- INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall have one complete copy of their most current agreement in their possession at all times.

OR

The Contractor shall arrive at the incident with one copy of the complete Agreement and retain one copy in their possession at all times.

#### D.9 -- LAUNDRY SERVICE

If the Government provides a laundry service at the incident base camp, the Contractor may utilize the service at no cost.

#### D.10 -- CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

#### D.11 -- COMMISSARY

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to D.21.8.3(e).

#### D.12 -- TIMEKEEPING

Refer to D.21.9.2

#### D.13 -- CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Agreement.

#### D.14 -- FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

#### D.14.1 -- FIRST AID RESPONSIBILITY.

The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

#### D.14.2 -- MEDICAL INSURANCE.

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

#### D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

#### D.16 -- PRE-SEASON INSPECTIONS

Resources under this solicitation, and resultant agreement, are required to pass a pre-award inspection prior to award. Inspections must be completed by an approved MOU Equipment Inspection Provider before MAY 1, 2018 in order to be placed on a Dispatch Priority List (DPL) for the 2018 fire season. A mechanical inspection (OF 296) will also be completed during the pre-award inspection process, however, the OF 296 is for informational purposes only. Items on the OF 296 needing repaired or replaced is the vendors responsibility and shall be repaired or replaced prior to accepting a dispatch. Vendors are responsible to contact an MOU Equipment Inspection Provider to schedule an inspection and pay for the costs of the services performed. Vendors should provide manufacturers documentation to support equipment specifications, if necessary. See link below for a list of approved MOU Equipment Inspection Providers.

Replacement equipment is also required to complete a pre-award inspection.

NOTE: If your resource(s) is/are not inspected by MAY 1, 2018, but is/are inspected after MAY 1, 2018 and prior to MAY 1, 2019, vendors may receive an award under this solicitation; however, the resource(s) will be suspended for the 2018 season. Equipment inspected after MAY 1, 2018 may be utilized under an Incident Only EERA (Emergency Equipment Rental Agreement), however, the EERA will be limited to the 90% report rate and not the rate awarded in your VIPR agreement. Your resource(s) will be reinstated for 2019 if the resource(s) is/are inspected by MAY 1, 2018. Resources not inspected by MAY 1, 2019 should be withdrawn by the vendor or will be terminated by the Contracting Officer.

Current Equipment Inspection Providers and Pre-Award Inspection Checklist(s) are located at the following website: <https://sites.google.com/site/factcontractoperations/>

For issues and questions regarding the pre-award inspection process, email Contract Operations at [FACT@fs.fed.us](mailto:FACT@fs.fed.us)

.

#### D.17 -- INCIDENT PRE-USE INSPECTION

(a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections.

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

D.17.1 -- INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as follows:

(a) The original shall remain with the fire documents on Host Unit.

(b) A copy of the inspection shall be given to the Contractor and/or the Contractors Representative.

(c) A duplicate copy shall be forwarded to the CO for all non-compliant resources.

#### D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the governments convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

#### D.19 -- WORKMANSHIP

(a) All work under this Agreement shall be performed in a safe manner to a professional standard. The goal of performance under this Agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

(b) If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

##### D.19.1 -- INCIDENT BEHAVIOR.

It is extremely important that inappropriate behavior be recognized and dealt with promptly.

Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### D.20 -- PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluators signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident Finance Section (for distribution to the Contracting Office and the Host unit incident file).

#### D.21 -- PAYMENTS

Payments will be made in accordance with D.21.8.

##### D.21.1 -- [RESERVED]

##### D.21.2 -- WITHDRAWAL OF RESOURCE(S).

Refer to D.21.8.3(b).

##### D.21.3 -- REPAIRS.

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$90 per hour, plus parts and will be deducted from payment to the contractor.

#### D.21.4 -- OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

#### D.21.5 -- REMAIN OVERNIGHT ALLOWANCE (RON).

(a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.

(b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site ([www.gsa.gov](http://www.gsa.gov)), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.

(c) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at [www.gsa.gov](http://www.gsa.gov).

(d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

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

#### D.21.6 -- FOOD & DRINK.

(a) Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.

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

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

#### D.21.7 -- ORDER CANCELLATION.

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

#### D.21.8 -- PAYMENTS

(a) The host agency for each incident is responsible for payments. See Exhibit B for complete agency payment office information.

(b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 -- Rates of Payments. Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

(a) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.

(b) Daily Rate -- Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

D.21.8.1.1 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

D.21.8.1.2 -- Driver Hour Limitation. The following Driver Hour limitations, as referenced at D.6.6, shall apply to this agreement:

(a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty-day (operational period, see Exhibit A).

(b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.

- (c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to:
- (1) accomplish immediate and critical suppression objectives, or
  - (2) address immediate and critical firefighter or public safety issues.
- (d) As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.
- D.21.8.1.3 -- Payment of Optional Items. If the solicitation includes optional items, payment for optional items will only be made when ordered and documented on the resource order. The use will be recorded on the Emergency Equipment Shift Ticket. Time under hire will begin when the optional item is ready for use by incident personnel. The incident shall have the option to discontinue the use of the optional item at any time during the incident, time under hire ends at that time.
- D.21.8.2 -- Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.
- D.21.8.3 - Exceptions.
- (a) No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
- (b) If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- (c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.
- (d) No payment will accrue when the contractor is off shift in compliance with the mandatory



"Work/Rest" and "Length of Assignment" provisions. Refer to D.6.7.

(e) Deductions. Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

(f) Reassignment of resources. Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

#### D.21.9 -- INVOICING PROCESS.

D.21.9.1 -- The Contractor shall have one copy of the complete Agreement for the assigned incident.

D.21.9.2 -- After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractors time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operators name shall be listed on the shift ticket.

D.21.9.3 -- The Finance Unit or designated representative will receive vendors commercial invoices and documents providing itemized breakdown charges. They will validate with shift tickets, review, sign, and submit to the payment center.

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will sign commercial invoices and submit them to the payment center.

D.21.9.5 -- The incident will submit a payment package including all signed originals, including a detailed invoice that supports each days activity, and a copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), supporting documentation per the Interagency Incident Business Management Handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office.

#### D.22 -- REPLACEMENT OF RESOURCES

(a) At the discretion of the CO for this agreement, this award may be modified to replace resources with an equal or better resource at any time without change to the agreement rates or

position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use. This replacement modification must be issued and executed through the VIPR program and new resources must appear on the agreement and dispatch priority list prior to being utilized.

(b) Additional resources may not be added to the agreement.

#### D.23 -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Provided as a separate attachment

## SECTION E -- SOLICITATION PROVISIONS

### E.1 -- INSTRUCTION TO OFFERORS.

---

#### 52.212-1 -- Instruction to Offerors -- Commercial Items (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard ( <https://assist.dla.mil/wizard/index.cfm> );

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of

the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

## **E.2 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS.**

Offerors who have not completed the annual representations and certifications electronically in the System of Award Management (SAM ) or who have changes to their reps and certs need to complete or update their information in SAM in order to be eligible for award.

---

### **52.212-3 -- Offeror Representations and Certifications -- Commercial Items (NOV 2017)**

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:



LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American -- Free Trade Agreements -- Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
  - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
  - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
  - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
  - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
  - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
  - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations—*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

- (i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code \_\_\_\_\_(or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(s) Reserved.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii).*]

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

*Alternate I (Oct 2014).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

- \_\_\_ Black American.
- \_\_\_ Hispanic American.
- \_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- \_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_ Individual/concern, other than one of the preceding.

## **D.23 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

The following attachments are made a part of this solicitation and any resultant agreement.

<b>TITLE</b>
Exhibit A – Definitions & Abbreviations
Exhibit B – Payment Office Information
Exhibit C – Harassment-Free Workplace Policy
Exhibit D – DOL Wage Determination
Exhibit E – Standard Contractor Performance Report
Exhibit F – Safety Standards
Exhibit G – Emergency Equipment Shift Ticket OF-297
Exhibit H – Geographic Area Terms & Conditions
Exhibit I – Contractor Associations and Public Education Providers
Exhibit J – Not Applicable
Exhibit K – Not Applicable
Exhibit L – Geographic Area Map
Exhibit M – Not Applicable
Exhibit N – Not Applicable
Exhibit O – Not Applicable



## **EXHIBIT A – DEFINITIONS AND ABBREVIATIONS**

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein; the definitions provided in this exhibit are included in every solicitation (i.e., boilerplate), therefore some of the definitions may not be applicable to the solicitation you are responding to:

**AGENCY** – See “Government”

**AGENCY COOPERATOR** – Local Government entities available through agreement to assist the Federal and State Government agencies.

**AGREEMENT** – References the Blanket Purchase Agreement documented on the SF-1449/OF-294, and its attachments.

**CAMPSITE** – Any area designated by the Government where there are facilities in support of an incident.

**CCR** – Contractor Central Registration (See SAM)

**CJRL** – Cotton Jacket Rubber Lined

**CVSA** – Commercial Vehicle Safety Alliance

**CO** – Contracting Officer

**COR** – Contracting Officer’s Representative – GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the Contracting Officer (CO).

**CREW PERSON** – Basic wildland firefighter used to control and extinguish wildland fires and works as a member of an engine crew under the supervision of a higher qualified individual.

**DESIGNATED DISPATCH POINT (DDP)** – Physical address where the resource is located as identified in VIPR.

### **DOZER BLADE CONFIGURATIONS:**

- **STRAIGHT/ U BLADE** – no hydraulic tilt
- **ANGLE BLADE no Hydraulic Tilt**–This blade will angle either manually or with hydraulics but does not raise or lower the outside corners of the blade hydraulically.
- **STRAIGHT/U Blade with Hydraulic Tilt** – This blade type does not angle but does raise or lower the outside corners of the blade hydraulically.
- **ANGLE with HYDRAULIC TILT** – Blade will angle and tilt with hydraulics

- 6-Way HYDRAULIC - The 6 way blade or PAT (Power-Angle-Tilt) will hydraulically raise blade up or down, Angle the blade to the right or left and also raise or lower the outside corners of the blade.

#### EXCAVATOR ATTRIBUTES:

- EXCAVATOR CLAMSHELL BUCKET – A two-sided bucket used on an excavator to dig in a vertical direction; the bucket is dropped while its jaw-like halves are open and digs as they close. Also known as a clamshell grab.
- EXCAVATOR UP DOWN BLADE or DOZER BLADE – A blade mounted on the mainframe of the excavator raised and lowered with hydraulic cylinders. This blade will allow the machine to push material in a grading manner and stabilize the machine while it is working on surfaces that are not level.

EXCAVATOR, STEEP GROUND (STEEP GROUND EXCAVATOR) – Purpose built or modified construction excavator that is capable of working on slopes greater than 45 percent. These excavators may be Feller Buncher carriages with a bucket and hydraulic thumb or clamshell bucket replacing the saw, or tracked carriages equipped with a dozer type blade that may have had other modifications to allow the machine to work on steep grades. Operators are highly experienced in steep ground soil work and have knowledge, skills and abilities to construct firelines or rehabilitate firelines to near natural conditions.

ENGB – Single Resource Engine Boss

FS – Forest Service

FLYWHEEL HORSEPOWER RATING – Horsepower rating taken at the flywheel with all the engine accessories installed not counting transmission losses or anything after the flywheel.

FMCSA – Federal Motor Carrier Safety Administration

FMVSS – Federal Motor Vehicle Safety Standards

#### FOAM APPLICATION SYSTEM

- Manually Regulated Proportioning System – A proportioning system that requires manual adjustment to maintain the proportioning ratio when there is a change of flow or pressure through the foam proportioner. Typical manually regulated foam systems include: Suction side proportioner, in-line eductor, around-the-pump proportioner and direct injection manually regulated proportioners. Examples of manually regulated foam systems include but are not limited to:
  1. Blizzard Wizard
  2. Scotty foam inductor
  3. Foam Flo
- Automatic Regulating Proportioning System – A proportioning system that automatically adjusts the flow of foam concentrate into the water stream to maintain the desired

proportioning ratio. These automatic adjustments are made based on changes in water flow or conductivity. Typical automatic regulating proportioning systems include: Balanced pressure venturi proportioning systems, water motor meter proportioner systems, direct injection automatic regulating proportioners. Examples of automatic regulating proportioning systems include but are not limited to:

1. Foam Pro-1601/2001
2. Robwen 500
3. Darley Fast-foam system
4. Aquis 1.5/2.5 foam system

GACC – Geographic Area Coordination Center

GAWR – Gross Axle Weight Rating

GOVERNMENT – United States Department of Agriculture – Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS), Federal Emergency Management Agency (FEMA), and the following Cooperators:

- Northern Rockies Coordination Center / Northern Region (R1): Montana Department of Natural Resources and Conservation (MT DNRC), Idaho Department of Lands (IDL), North Dakota Forest Service (ND FS), and Montana Disaster & Emergency Services (DES)
- Rocky Mountain Area Coordination Center / Rocky Mountain Region (R2): States of Colorado, Kansas, Nebraska, South Dakota, and Wyoming
- Southwest Coordination Center / Southwest Region (R3): States of Arizona and New Mexico and West Texas
- Eastern Great Basin Coordination Center / Western Great Basin Coordination Center / Intermountain Region (R4): States of Idaho, Nevada, Utah, and Wyoming
- Northern California Geographic Area Coordination Center / Southern California Geographic Area Coordination Center / Pacific Southwest Region (R5): State of California and Pacific Islands
- Northwest Coordination Center / Pacific Northwest Region (R6): Oregon Department of Forestry (ODF) and Washington Department of Natural Resources (WDNR)
- Southern Area Coordination Center / Southern Region (R8): States of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, and Virginia
- Eastern Area Coordination Center / Eastern Region (R9): States of Connecticut, Delaware, Illinois, Indiana, Iowa, Massachusetts, Maryland, Maine, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Wisconsin, and West Virginia
- Alaska Interagency Coordination Center / Alaska Region (R10): State of Alaska

GOVERNMENT REPRESENTATIVE – Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position.

GVAW – Gross Vehicle Axle Weight

GVWR – Gross Vehicle Weight Rating

HOST DISPATCH CENTER – Interagency dispatch center responsible for dispatching resources under this agreement.

HOST DISPATCH ZONE – Geographic area defined by the Host Dispatch Center's area of authority.

ICPI – Incident Contract Project Inspector

ICS – Incident Command System

IIBMh – Interagency Incident Business Management Handbook

IPT – Iron Pipe Thread

INCIDENT – An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INITIAL ATTACK – A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety.

LOW GROUND PRESSURE EQUIPMENT – Equipment with wide pads, designed by the manufacturer to operate in wet, soft or sandy terrain.

NH – National Hose Thread

NPSH – National Pipe Standard Hose

ON SHIFT – Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

OPERATING SUPPLIES – Operating supplies include fuel, oil, filters, lube/oil changes. Even though the agreement may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Contractor.

OPERATIONAL PERIOD – The period of time scheduled for execution of a given set of tactical actions, which may be specified in the Incident Action Plan. An operational period is equal to one shift and can be of various lengths.

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

**POINT OF HIRE** – The point of hire is the resource location (City and State) the vendor designates in their offer.

**POINT OF RELEASE** – The location from which a contractor is released upon expiration or termination of required services. This point may be the same as the point of hire.

**PROPERTY –**

- **Accountable Property.** Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number.
- **Durable Property.** Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show “US GOVT”, or an agency specific marking.
- **Consumable Goods.** Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked.

**RESOURCE** – Equipment, personnel, supplies, or a service used to support incidents.

**RON** – Remain Over Night

**ROSS** – Resource Ordering and Status System

**SAM** – System for Award Management. SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**SEVERITY** –The class of assignments that are related to pre-suppression activities. Examples of appropriate severity activities may include but not limited to standby at the host unit, limited patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10 minute mobilization response time. Increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

**SJRL** – Synthetic Jacket Rubber Lined Hose

**SKIDGINE, DROP TANK (AKA DETACHABLE TANK)** - A Skidgine with a water tank that has been engineered to be able to be removed from the parent machine and re-attached to the

parent machine in one (1) hour or less. The parent machine must have a log grapple that is usable to pull logs or break apart jackpots of fuel when the tank is removed. Winch equipped Skidgines are excluded from this definition.

**SOFTTRACK** – A machine constructed to carry water, mounted on a carrier, equipped with a track that is able to conform to varying ground conditions by torsion bar mounted road wheels. These road wheels allow the track to travel up and down to keep the track surface in constant contact with the ground over rough surfaces. These machines can travel at a speed of over 12 miles per hour on flat surfaces.

**SUPPRESSION** – All the work of extinguishing or confining a fire beginning with its discovery.

**SUSPENSION** –

- **Air Bag** – A suspension designed with two (2) air bags per wheel or four (4) air bags per axle. Air bag suspensions were developed for over the road conditions. While this suspension is acceptable, the process where the air bags inflate and deflate to try and maintain an even ride is not as desirable due to the non-static load associated with a tank of water.
- **Vocational Duty** – All other axle configurations including the walking beam, spring, and trailing arm with two (2) air bags per axle shall be identified as vocational style suspension. Must be equipped with a tandem axle interlock (power divider).

**UNDER HIRE** – Refer to D.21.8

**WHEEL CHOCKS** –

- Type 5 and 6 Engines shall be equipped with a wheel chock constructed with a height of 8” or more and a width of 6” or more.
- Type 3 and 4 Engines and ALL Tenders shall be equipped with a wheel chock constructed with a height of 8” or more and width of 7” or more.
- Wheel chock must have a solid bottom or ribbing on the bottom to prevent from sinking in soft soil.
- Wheel chock must have the face beveled at a 30-50 degree angle.
- Wheel chock base must be 1.4 times the height or greater.
- Or the manufacturer specifies the chocks meet SAE J-348, NFPA 1901, or NFPA 1906 for the size of the vehicle.

**WORK/REST** – Refer to D.6.7

## **EXHIBIT B – PAYMENT OFFICE INFORMATION**

### **FOREST SERVICE**

Albuquerque Service Center – B&F  
Incident Finance  
101 B Sun Avenue NE  
Albuquerque, NM 87109

1-877-372-7248

### **BUREAU OF LAND MANAGEMENT**

National Operations Center  
PO Box 25047, Bldg 50  
Denver Federal Center  
Denver, CO 80225-0047  
Mail Stop OC-620

1-877-480-9724

### **NATIONAL PARK SERVICE**

National Park Service  
Accounting Operations Center (AOC)  
PO Box 100000  
Herndon, VA 20171

**NPS FedEx Address:**  
National Park Service  
13461 Sunrise Valley Drive  
Herndon, VA 20171

703-487-9453

### **BUREAU OF INDIAN AFFAIRS**

Bureau of Indian Affairs  
Reston Financial Services  
Attn: EERA Payments  
12220 Sunrise Valley Drive  
Reston, VA 20191

703-390-6446 (primary), 703-390-6336 (secondary)

### **FISH & WILDLIFE SERVICE**

NIFC – US Fish and Wildlife Service  
Branch of Fire Management  
3833 S. Development Avenue  
Boise, ID 83705

208-387-5536

## **EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY**

**POLICY:** The National policy states: The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The Forest Service strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

**ACTION REQUIRED:** Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

**LOCATIONS COVERED:** The contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

**WHAT HARASSMENT IS:** Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.

Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

- Tell the harasser to stop the offensive conduct; and/or
- Tell a manager or supervisor about the conduct; and/or
- Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from the Human Resource Specialist on the incident.



**EXHIBIT D - DOL WAGE DETERMINATION**

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p> <p>Daniel W. Simms Director    Division of Wage Determinations</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</p> <p>Wage Determination No.: 1995-0221 Revision No.: 43 Date of Last Revision: 1/10/2018</p>
---	--

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa.

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
<b>01000 - Administrative Support And Clerical Occupations</b>		
01613 - Word Processor III		
Alaska		19 .30
Continental U.S.		19 .30
Hawaii and American Samoa		19 .06
<b>05000 - Automotive Service Occupations</b>		
05190 - Motor Vehicle Mechanic		
Alaska		27 .24

Hawaii and American Samoa	18 .09
Midwestern Region	21 .49
Northeast Region	20 .18
Southern Region	18 .80
Western Region	21 .75
05220 - Motor Vehicle Mechanic Helper	
Alaska	19 .70
Hawaii and American Samoa	13 .93
Midwestern Region	13 .94
Northeast Region	15 .72
Southern Region	12 .12
Western Region	14 .74
<b>07000 - Food Preparation And Service Occupations</b>	
07010 - Baker	
Alaska	16 .36
Hawaii and American Samoa	16 .34
Midwestern Region	13 .71
Northeast Region	15 .56
Southern Region	11 .20
Western Region	17 .08
07041 - Cook I	
Alaska	14 .10
Hawaii and American Samoa	13 .75
Midwestern Region	10 .08
Northeast Region	12 .58
Southern Region	9 .59
Western Region	11 .49
07042 - Cook II	
Alaska	16 .25
Hawaii and American Samoa	15 .36
Midwestern Region	11 .36
Northeast Region	14 .18
Southern Region	10 .82
Western Region	12 .95
07070 - Dishwasher	
Alaska	12 .07
Hawaii and American Samoa	13 .23
Midwestern Region	8 .16
Northeast Region	8 .74
Southern Region	8 .48
Western Region	8 .80
07130 - Food Service Worker	
Alaska	12 .31

Hawaii and American Samoa	12 .25
Midwestern Region	9 .63
Northeast Region	11 .54
Southern Region	9 .11
Western Region	10 .01
07210 - Meat Cutter	
Alaska	20 .08
Hawaii and American Samoa	19 .49
Midwestern Region	16 .92
Northeast Region	19 .70
Southern Region	14 .12
Western Region	18 .48
<b>12000 - Health Occupations</b>	
12040 - Emergency Medical Technician	
Alaska	23 .55
Continental U.S.	17 .15
Hawaii and American Samoa	19 .29
<b>21000 - Materials Handling And Packing Occupations</b>	
21020 - Forklift Operator	
Alaska	22 .62
Hawaii and American Samoa	17 .62
Midwestern Region	16 .26
Northeast Region	15 .88
Southern Region	13 .45
Western Region	17 .39
21150 - Stock Clerk	
Alaska	14 .61
Hawaii and American Samoa	11 .52
Midwestern Region	12 .91
Northeast Region	12 .74
Southern Region	12 .37
Western Region	13 .08
<b>23000 - Mechanics And Maintenance And Repair Occupations</b>	
23021 - Aircraft Mechanic I	
Alaska	28 .68
Continental U.S.	29 .50
Hawaii and American Samoa	29 .64
23022 - Aircraft Mechanic II	
Alaska	29 .78
Continental U.S.	30 .26

Hawaii and American Samoa	30 .86
23023 - Aircraft Mechanic III	
Alaska	31 .41
Continental U.S.	31 .63
Hawaii and American Samoa	32 .39
23040 - Aircraft Mechanic Helper	
Alaska	22 .49
Continental U.S.	22 .18
Hawaii and American Samoa	21 .40
23060 - Aircraft Servicer	
Alaska	25 .13
Continental U.S.	25 .31
Hawaii and American Samoa	24 .84
23160 - Electrician, Maintenance	
Alaska	32 .38
Hawaii and American Samoa	27 .90
Midwestern Region	24 .31
Northeast Region	26 .05
Southern Region	20 .78
Western Region	24 .82
23440 - Heavy Equipment Operator	
Alaska	26 .48
Hawaii and American Samoa	18 .84
Midwestern Region	21 .49
Northeast Region	20 .18
Southern Region	18 .80
Western Region	21 .74
23470 - Laborer	
Alaska	16 .07
Hawaii and American Samoa	15 .60
Midwestern Region	13 .08
Northeast Region	13 .19
Southern Region	10 .64
Western Region	12 .35
23530 - Machinery Maintenance Mechanic	
Alaska	30 .21
Hawaii and American Samoa	29 .81
Midwestern Region	18 .64
Northeast Region	19 .49
Southern Region	14 .77
Western Region	18 .49

23580 - Maintenance Trades Helper	
Alaska	22 .09
Hawaii and American Samoa	17 .04
Midwestern Region	17 .54
Northeast Region	16 .38
Southern Region	14 .76
Western Region	15 .22

### **27000 - Protective Service Occupations**

27070 - Firefighter	
Alaska	12 .24
Hawaii and American Samoa	9 .97
Midwestern Region	7 .98
Northeast Region	8 .41
Southern Region	7 .98
Western Region	8 .41

### **30000 - Technical Occupations**

30210 - Laboratory Technician	
Alaska	23 .69
Hawaii and American Samoa	22 .53
Mid Western Region	21 .05
Northeast Region	19 .48
Southern Region	21 .41
Western Region	20 .02

### **31000 - Transportation/Mobile Equipment Operation Occupations**

31030 - Bus Driver	
Alaska	22 .22
Hawaii and American Samoa	14 .43
Midwestern Region: 1 1/2 to 4 tons	18 .31
Midwestern Region: over 4 tons	19 .15
Midwestern Region: under 1 1/2 tons	13 .70
Northeast Region: 1 1/2 to 4 tons	18 .77
Northeast Region: over 4 tons	19 .59
Northeast Region: under 1 1/2 tons	14 .56
Southern Region: 1 1/2 to 4 tons	16 .72
Southern Region: over 4 tons	17 .35
Southern Region: under 1 1/2 tons	9 .32
Western Region: 1 1/2 to 4 tons	17 .24
Western Region: over 4 tons	17 .73
Western Region: under 1 1/2 tons	10 .85
31361 - Truckdriver, Light	
Alaska	20 .80
Hawaii and American Samoa	11 .38
Midwestern Region	13 .70

Northeast Region	14 .56
Southern Region	9 .32
Western Region	10 .85
31362 - Truckdriver, Medium	
Alaska	22 .52
Hawaii and American Samoa	14 .42
Midwestern Region	18 .31
Northeast Region	18 .77
Southern Region	16 .67
Western Region	17 .24
31363 - Truckdriver, Heavy	
Alaska	23 .80
Hawaii and American Samoa	15 .74
Midwestern Region	19 .15
Northeast Region	19 .59
Southern Region	17 .35
Western Region	18 .37
31364 - Truckdriver, Tractor-Trailer	
Alaska	25 .07
Hawaii and American Samoa	15 .94
Midwestern Region	22 .76
Northeast Region	19 .72
Southern Region	18 .23
Western Region	18 .75
<b>47000 - Water Transportation Occupations</b>	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	16 .18
Hawaii and American Samoa	15 .36
Midwestern Region	11 .36
Northeast Region	14 .18
Southern Region	10 .81
Western Region	12 .95
<b>92000 - Non Standard Occupations</b>	
(not set) - Quality Assurance Representative I	
Alaska	20 .11
Hawaii and American Samoa	20 .66
Midwestern Region	18 .10
Northeast Region	19 .12
Southern Region	19 .82
Western Region	18 .24
(not set) - Quality Assurance Representative II	

Alaska	26 .31
Hawaii and American Samoa	24 .56
Midwestern Region	22 .33
Northeast Region	23 .73
Southern Region	20 .97
Western Region	22 .11
(not set) - Quality Assurance Representative III	
Alaska	27 .99
Hawaii and American Samoa	26 .73
Midwestern Region	26 .29
Northeast Region	27 .93
Southern Region	24 .80
Western Region	26 .51
(not set) - Chief Cook	
Alaska	21 .49
Hawaii and American Samoa	25 .76
Midwestern Region	18 .95
Northeast Region	22 .94
Southern Region	17 .37
Western Region	21 .10
(not set) - Environmental Protection Specialist	
Alaska	33 .90
Hawaii and American Samoa	31 .35
Midwestern Region	28 .52
Northeast Region	34 .20
Southern Region	29 .04
Western Region	30 .03
(not set) - Fire Safety Professional	
Alaska	33 .88
Hawaii and American Samoa	31 .39
Midwestern Region	28 .52
Northeast Region	34 .20
Southern Region	29 .04
Western Region	30 .03
(not set) - Aircraft Quality Control Inspector	
Alaska	30 .00
Continental U.S.	30 .84
Hawaii and American Samoa	31 .01

## 99000 - Miscellaneous Occupations

### 99730 - Refuse Collector

Alaska	11 .88
Hawaii and American Samoa	10 .98
Midwestern Region	10 .15
Northeast Region	11 .59
Southern Region	7 .98
Western Region	9 .88

---

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.13 per hour. \*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.



**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE**

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

#### **\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

##### **Aircraft Quality Control Inspector**

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

##### **Chief Cook**

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

##### **Environmental Protection Specialist**

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programmes; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

## **Fire Safety Professional**

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

## **Quality Assurance Representative I**

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

## **Quality Assurance Representative II**

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

## **Quality Assurance Representative III**

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

**EXHIBIT E – INCIDENT BLANKET PURCHASE AGREEMENT (I-BPA)  
PERFORMANCE EVALUATION**

Highlighted blocks are required to be completed.

<b>Agreement Number:</b>	<b>Rating Period: From</b>		<b>to</b>
<b>Contracting Office</b> <i>(Including Address):</i>	<b>Fire Name:</b>	<b>Resource Order Number:</b>	
<b>Contractor Name:</b>	<b>Requirement Description</b> <i>(Equipment Type):</i>		

**Ratings**

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached Rating Guidelines).

**Quality of Product or Service** *(How did the Contractor perform, document any noncompliance or performance issues)*

N/A	0=Unsatisfactory	1=Marginal	2=Satisfactory	3=Very Good	4=Exceptional
-----	------------------	------------	----------------	-------------	---------------

**Government Comments for Quality of Product or Service (2000 characters maximum):**

**Timeliness of Performance (Schedule)** *(Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)*

N/A	0=Unsatisfactory	1=Marginal	2=Satisfactory	3=Very Good	4=Exceptional
-----	------------------	------------	----------------	-------------	---------------

**Government Comments for Timeliness of Performance (2000 characters maximum):**

**Business Relations** *(Did the Contractor perform in a business-like manner; complete administrative requirements timely)*

N/A	0=Unsatisfactory	1=Marginal	2=Satisfactory	3=Very Good	4=Exceptional
-----	------------------	------------	----------------	-------------	---------------

**Government Comments for Business Relations (2000 characters maximum):**

**Would you recommend ordering this contractor again?**      ☐ Yes      ☐ No *(Check one)*

**Government Comments on Customer Satisfaction (2000 characters maximum):** *If no above, explain below*

**Contractor Comments:**

**Contractor (signature)** This rating has been discussed with me

\_\_\_\_\_

\_\_\_\_\_  
**Date**

**Rated By (signature)**

\_\_\_\_\_

\_\_\_\_\_  
**Date**

**Admin Info**  
**Please Print**

**Project Officer/COTR** *(Individual completing the evaluation)*

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Contractor Representative**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**\*\*EVALUATOR to RETURN A COMPLETED EVALUATION FORM TO FINANCE SECTION\*\***

## **RATING GUIDELINES**

### **Quality of Product or Service; Timeliness of Performance; and Business Relations**

**0 = Unsatisfactory    1 = Marginal    2 = Satisfactory    3 = Very Good    4 = Exceptional**

Unsatisfactory	<p>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.</p> <p>NOTE: To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p>
Marginal	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed 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.</p> <p>NOTE: To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p>
Satisfactory	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>NOTE: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</p>
Very Good	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>NOTE: To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p>
Exceptional	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.</p> <p>NOTE: To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p>

Source: Evaluation Rating Definitions are from the CPARS Guidance, A2-1 (<https://www.cpars.gov/cparsfiles/pdfs/CPARS-Guidance.pdf>)

## **EXHIBIT F – SAFETY STANDARDS**

NOTICE: The following minimum contract standard shall be upheld at all times. The Contracting Officer or appointed representatives (COR) shall consider individuals who cannot meet these minimum requirements UNSAFE and may remove the individual or, if necessary the entire resource from the job site in accordance with the terms of the agreement specification:

### **A. Heat Stress**

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2<sup>nd</sup> ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress. Cost is 10 cents each.

### **B. Smoke and Carbon Monoxide**

For information on this subject call USDA Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for Health hazards of Smoke, Recommendations of the Consensus Conference, April 1997 (Item Number 97512836). Copies are available free of charge in limited numbers.

### **C. “Six Minutes for Safety” Training**

It is recommended that daily Six Minutes for Safety training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season. The NWCG website gives information on Six Minutes for Safety, go to [www.nwcg.gov](http://www.nwcg.gov)

### **D. Seat Belts**

Seat belts shall comply with applicable Federal Motor Vehicle Safety Standards/OSHA requirements and be used when the vehicle/equipment is in motion. It is the operator’s responsibility to ensure compliance.

### **E. Personal Protective Equipment (PPE) – see Section D.2 of the specifications for a complete list of PPE required by the contractor.**

### **F. Fireline Leadership Communications Skills.**

All personnel in leadership positions such as Equipment Operators, Engine Bosses and radio operators, shall be able to communicate fluently at a conversational level in English. Specifically:

- All radio communication on tactical, command and air-to-ground frequencies will be in the English language.
- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read write and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the individuals they directly supervise.

#### G. Incident Identification/ Qualification Card.

Personnel shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc

#### H. Physical Demands

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

Added for Engine and Tactical Water Tender personnel:

All engine and tactical tender personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes.

Copies of the publication titled "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at [www.nwcg.gov](http://www.nwcg.gov), in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

The Government reserves the right to monitor the administration of any classroom instruction, and Pack Tests administered for compliance with "Work Capacity Fitness Test Instructor's Guide."

#### I. Work/Rest/Driving/ and Length of Assignment Guidelines

Information on current agency policy on work/rest guidelines, length of assignment, days off and other fire business management information can be found at: [www.nwcg.gov](http://www.nwcg.gov)



## EXHIBIT G – EXAMPLE OF EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET					<b><i>E-16</i></b>
<i>NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.</i>					
1. AGREEMENT NUMBER <b>54-04R4-2-4567</b>			2. CONTRACTOR (name) <b>Jones Equipment</b>		
3. INCIDENT OR PROJECT NAME <b>LOST CREEK</b>		4. INCIDENT NUMBER <b>WIF-2-061</b>		5. OPERATOR (name) <b>PAUL JONES</b>	
6. EQUIPMENT MAKE <b>Caterpillar</b>		7. EQUIPMENT MODEL <b>Dozer, D6C</b>		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER <b>47A89876</b>		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)	
12. DATE MO/DAY/YR	13. EQUIPMENT USE			14. REMARKS (released, down time and cause, problems, etc.)	
	START	STOP	HOURS/DAYS/MILES(circle one)		
			WORK	SPECIAL	
<b>09/15/07</b>	<b>0600</b>	<b>1800</b>	<b>12</b>		
				15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor	
				16. INVOICE POSTED BY (Recorder's initials)	
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <b>Paul L. Jones, - Owner</b>			18. GOVERNMENT OFFICER'S SIGNATURE <b>SAMUAL JONES - DIV SUP.</b>		
			19. DATE SIGNED <b>09/15/07</b>		

## EXHIBIT H - GEOGRAPHIC AREA TERMS AND CONDITIONS

Add the following to D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL:

**AQUATIC INVASIVE SPECIES (AIS) TRANSPORT CONTROL:** The resource shall arrive at the incident or designated inspection point washed and free of plant, animal, and soil debris. Equipment will be inspected and all debris shall be removed and disposed of properly. Equipment includes, but is not limited to, hoses, buckets, and pumps.

### **\*\*TERMS AND CONDITIONS\*\***

Washington Department of Natural Resources

These terms and conditions apply to contracted resources when hired to an incident where Washington State Department of Natural Resources (DNR) is the paying agency.

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of contract the vendor agrees to acceptance of the following terms and conditions, and any other applicable provisions to this solicitation.

**PURPOSE:** The purpose of these terms and conditions is to contract for equipment and services from the Contractor to be used for fire or other emergency activities (suppression, preparation, and response) when under the supervision of DNR recognized wildland fire personnel.

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, and trained/certified personnel necessary to meet or exceed the agreement requirements to perform the work in a safe manner and to a professional standard. Through these terms and conditions, the Contractor certifies and agrees that equipment and operators will meet or exceed DNR's minimum specifications. Failure to comply with these terms and conditions may result in demobilization from the incident.

The Contractor understands the agreement with these terms and conditions will be used only when needed as determined solely by DNR. DNR is not obligated to use the Contractor. DNR is obligated to compensate the Contractor only if the Contractor is dispatched to an incident by DNR and the Contractor otherwise complies with all of the material terms of this Agreement. DNR reserves the right to dispatch resources based upon closest forces, cost effectiveness, and other considerations and is not required to utilize the Dispatch Priority List (DPL).

**AUTHORITY:** Under RCW 76.04.015 and RCW 76.04.181, DNR may enter into preemptive agreements with landowners and others who have firefighting capability that may be utilized in DNR wildland fire suppression efforts or other responses authorized through emergency declarations.

In consideration of the terms, conditions and covenants contained herein, or attached and

incorporated herein by reference, the parties mutually agree as follows:

#### 1.01 THE CONTRACTOR SHALL:

- (a) When requested by DNR, promptly provide the requested personnel and equipment for fire suppression operations or to be on standby for such operations.
- (b) Comply with the personnel and equipment requirements contained in this Agreement.
- (c) Require the Contractors personnel and equipment to be under the supervision of DNR-recognized wildland fire personnel when engaged or supporting in fire suppression activities. Such personnel and equipment must remain under such supervision until DNR-recognized wildland fire personnel release them from the assigned wildfire incident.
- (d) Ensure the personnel and equipment furnished under this Agreement meet the standards specified in this Agreement to accomplish the fire suppression activities as assigned.
- (e) Ensure all personnel arrive at the incident with the proper personal protective clothing and equipment (PPE) consistent with the criteria of NFPA 1977, Standard Protective Clothing and Equipment for Wildland Firefighting, shall serve as a guideline for determining performance characteristics of this clothing. Contractor shall be responsible for ensuring the PPE is operable, used, and maintained in good repair throughout the duration of any assignment.
- (f) Be responsible for any fines or penalties imposed upon the Contractor or the Contractors employees or equipment.
- (g) Bring this Agreement, including Attachments and any amendments, to the incident, and upon arrival at the incident, present these documents to the Incident Timekeeper or other point of contact provided by DNR.
- (h) Understands that equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. The contractor agrees that what is considered wear and tear under these terms and conditions is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

#### 2.01 DNR SHALL:

- (a) Provide dispatch instructions to the Contractor when assigned to fire suppression operations or when placed on standby.

(b) Release the Contractors personnel and equipment in ROSS as soon as possible when no longer needed at a wildfire incident.

### 3.01 TRAINING/EXPERIENCE

(a) Each person employed by the Contractor under this Agreement shall meet the following minimum requirements, and be able to provide evidence that employees meet the requirements upon request:

1. RT-130 Annual Fireline Refresher including fire shelter, as required.
2. Personnel shall be trained in accordance with agreement requirements.
3. Incident qualification card, as required.
4. Commercial Drivers License, as required.
5. All operators shall be able to operate the equipment safely up to the manufacturers limitations.

(b) The government reserves the right to verify training at any time for all operators.

4.01 INDEPENDENT CAPACITY OF CONTRACTOR: The Contractor and its employees or agents performing under this Agreement are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the state of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to such employee under Washington law.

5.01 RIGHT OF INSPECTION: The Contractor shall provide right of access to its equipment and personnel to DNR, any of its employees, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.

6.01 COMPENSATION AND PAYMENT: DNR will pay Contractor upon acceptance of services provided and receipt of complete and accurate pay documents, at the DNR office indicated on the Emergency Equipment Use Invoice (OF-286). In order to be paid, the Contractor will need to use the forms provided by DNR when the Contractor checks in at an incident. State of Washington Payee Registration and federal W-9 form must be completed at time of initial hire; email DNR RE Accounts Payable for form. Payments made by DNR shall be considered timely if DNR authorizes the release of payment within thirty (30) days after receipt of Contractors pay documents deemed acceptable by DNR. Payment shall be sent to the address designated by the Contractor.

All contract equipment hired by the DNR will be paid according to the rate established in that agreement. A copy of the agreement SF-1449, schedule of items and vendor information page OR EERA will be provided by the contractor at check-in on the incident.

7.01 SALES, USE AND OTHER TAXES: DNR is required to pay Washington State Sales tax on certain purchased goods and services. Taxes due on payments made under this agreement will be remitted directly to the State of Washington Department of Revenue by DNR.

8.01 RATES: Payment will be made according to the agreement rates for specific equipment listed. Equipment is hired at Wet Rates. Contractor must furnish all necessary fuel, maintenance and repairs due to ordinary use on an incident. Time for servicing and repair work is non-compensable. No payment will accrue during any period when equipment is inoperable. If DNR fuels or services equipment on an incident a deduction for these services will be made on the Emergency Equipment Use Invoice OF-286. Fuel tickets and/or repair orders will be attached to the OF-286.

9.01 TIME RECORDING: The DNR agent responsible for ordering and/or directing use of each piece of equipment shall keep time on an Emergency Equipment Shift Ticket rounded as follows:

- (a) Hourly Rate to the nearest half hour (applies to EERA only)
- (b) Daily Rate nearest half hour
- (c) Mileage Rate nearest mile

The Shift Ticket must be signed by the Equipment Group Supervisor, Division Supervisor, Operations Section Chief or Incident Commander. The hours recorded on the ticket will be verified by the contractors (or their representatives) signature.

Record all time periods where the equipment is inoperable or unavailable.

All mileage, hourly or flat rate rental amounts will be kept on a daily shift basis. Mobilization and demobilization (travel to/from the incident) mileage/hours will be recorded separately from hours on shift.

An Emergency Equipment Use Invoice (OF-286) will be prepared for each piece of equipment using the Emergency Equipment Shift Ticket information to establish the daily shift and/or any deductions for breakdowns (see below).

10.01 TIME UNDER HIRE: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the DNR, and end at the estimated time of arrival back to the point of hire after being released, except:

- (a) Equipment that fails the pre-use inspection and is not in safe and operable condition will not be reimbursed for travel and is not considered under hire.
- (b) After inspection and acceptance for use, no payment will accrue during any period that equipment is not in a safe or operable condition or when the Contractor/Contractors Operator(s) is

not available for the assigned shift or portions of the assigned shift. Compensation will be based on the hours the equipment was operational during assigned shift, as documented in the Incident Action Plan.

Example: The assigned shift in the Incident Action Plan was from 0600 to 1800 hours (12 hours) and the equipment was broken down from 0900-1800 hours (9 hours) during the assigned shift. Therefore, the Daily Rate would be  $3/12$  or of the full Daily Rate for that equipment.

(c) After inspection and acceptance for use, if furnished operator(s) cannot be replaced or equipment cannot be repaired at the site of work within 24 hours the resource may be demobilized. The DNR will compensate for the demobilization of equipment/operator(s) back to the point of hire at agreement rates.

(d) If the owner withdraws equipment and/or operator(s) prior to being released by the DNR, no further payment shall accrue and the owner shall bear all costs of returning equipment and/or operator(s) to the point of hire.

11.01 ON SHIFT: On shift time for equipment includes time of actual work, time that equipment is held or directed to be in a state of readiness, and compensable travel (mobilization) that has a specific start and ending time.

12.01 DAILY RATE: Daily Rate payment will be made on a basis of calendar days (0001-2400). For fractional days, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours under hire.

(a) The Daily Rate may be with or without operator. (applies to EERA only)

(b) Daily Rate Single Shift (SS) equipment is staffed with one operator and/or one crew. A Single Shift could be up to 16 hours long. (See On-Shift, above).

Daily Rate Double Shift (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was ordered and under hire, including travel.

Note: Incident staff at the Section Chief Level or IC may, by written order, authorize a second operator or crew (DS) for a resource originally hired as a single shift (SS) resource, if needed during the assignment.

13.01 SEVERITY/STANDBY: Standby is defined as a time when the contractors equipment and operator are not assigned to an incident but are being compensated by the DNR for the availability for dispatch to an incident. The resource must be available for immediate dispatch or have the ability to be enroute to an incident in no more than 30 minutes. At the time DNR contacts the contractor for standby, they must indicate their availability to commit to standby time for the day

and acknowledge that they will be first on the call list for the region they were requested for. If the contractor meets this requirement, and passes the Safety Inspection, they may be placed on standby and will be compensated for standby at 75% of their daily rate for 10 hours or less, excluding meal breaks. For greater than 10 hours, including travel time, the full daily rate applies. If a resource is mobilized to an incident within the 10 hour standby period the payment will revert to the full daily rate. If the mobilization occurs outside the 10 hour standby period they will be released from their standby assignment and the suppression rates will be applied under the first and last day language of the Agreement. In no case shall the daily rate be exceeded. Standby assignments are at the discretion of the contractor to accept or reject. Rejecting a standby assignment will not preclude a contractor from being offered a suppression assignment at full daily rate. Standby assignments are often not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, RON may or may not be authorized and is at the DNRs discretion.

**14.01 HEAVY EQUIPMENT AND TRANSPORTS:** (applies to EERA only) Rates of pay for heavy equipment includes service vehicles. No additional payment will be made for a service vehicle (or operator) that accompanies the heavy equipment to the incident.

Rates of pay includes pilot/flag vehicles. No additional payment will be made for pilot/flag vehicles or operators.

When a lowboy and another piece of equipment, such as a dozer, are hired, and both pieces of equipment utilize the same operator, daily payment for the lowboy will be adjusted. This is applicable only when hired for an entire shift and is not applicable when equipment is hired for less than eight (8) hours.

DNR will compensate transports for haul in and haul out according to the agreement rates. Once the transported equipment is unloaded the transport will be released unless directed in writing to remain. If the incident so directs, transports may be retained for availability and equipment hauls on incident and compensated accordingly.

**15.01 REMAIN OVERNIGHT ALLOWANCE (RON):**

(a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.

(b) When the incident cannot provide a campsite after the first shift worked, actual lodging expenses or the per diem locality rate published by OFM Statewide Accounting in the Washington State Administrative and Accounting Manual (SAAM), subsection 10.90. Rate map may be found at <http://ofm.wa.gov/resources/travel.asp>. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as

supporting documentation with payment documents.

(c) When the incident cannot provide meals reimbursement for meals is based on per diem locality rates minus any government-provided meals. The maximum allowable meal rates may be found at the website above.

(d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

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

16.01 DEDUCTIONS: The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees, or any other taxes, insurance or expenses. Contractor is solely responsible for all such deductions.

17.01 LICENSING, ACCREDITATION AND REGISTRATION: The Contractor shall comply with all applicable local, state and federal laws, licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

18.01 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE:

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractors vehicles or other equipment by, or the action of, the Contractor or the Contractors employees and agents.

(b) The Contractor, at the Contractors expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers Compensation and other legally required insurance with respect to the Contractors own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractors employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

19.01 NON-DISCRIMINATION: During the performance of this Agreement, the Contractor shall



comply with all federal and state non-discrimination laws, regulations, and policies. In the event of the Contractors non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DNR.

20.01 INDEMNITY: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the negligence of Contractor or the negligence of Contractors agents and employees in the performance of this Agreement. Claim, as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractors obligations to indemnify, defend, and hold harmless includes any claim by Contractors agents, employees, representatives, or any subcontractor of Contractor or its employees.

Contractors obligation to indemnify, defend, and hold harmless the State shall not extend to claims that arise from the sole negligence of the State. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officials, agents or employees.

21.01 RETENTION OF RECORDS: The Contractor shall maintain books, records, documents and other materials, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and state or federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain these materials for six (6) years following the date of final payment or termination, whichever occurs later. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

22.01 CONFLICT OF INTEREST: DNR may, in its sole discretion, by written notice to the Contractor, demob the vendor if it is found after due notice and examination by DNR, that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Agreement.

23.01 DISPUTES: Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the delegate authorized to act on behalf of the Commissioner of Public Lands (Agent).

The request for a dispute hearing must:

- (a) Be in writing;
- (b) State the disputed issue(s);
- (c) State the relative positions of the parties;
- (d) State the Contractors name, address, and Agreement number; and
- (e) Be mailed to the Agent and the other parties (respondents) Agreement manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

1. The respondent shall send a written answer to the requesters statement to both the Agent and the requester within 5 working calendar days.

2. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.

3. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

**24.01 JURISDICTION/VENUE/ATTORNEYS' FEES:** This Agreement shall be construed and interpreted under the laws of the state of Washington and the venue of any action brought under this Agreement shall be in the Superior Court of Thurston County. The Contractor, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter. In the event of litigation or other action brought to enforce the terms of this Agreement, each party agrees to bear its own attorneys fees and costs.

**25.01 SEVERABILITY:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

**26.01 WAIVER:** A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the DNR and attached to the original Agreement.

**27.01 ASSIGNABILITY:** This Agreement, and any claim arising under this Agreement, cannot be assigned or delegated by the Contractor either in whole or in part.

**28.01 ENTIRE TERMS AND CONDITIONS:** This document and Attachments hereto incorporated by reference contain all covenants, stipulations, and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein, except for

extension of the completion date. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

#### 29.01 VIPR AGREEMENT THIRD PARTY RIGHTS:

THIS SECTION ONLY APPLIES TO VENDORS WITH VIPR AGREEMENTS.

(a) Nothing in this agreement shall be construed to give any person or entity other than the parties to this agreement any legal or equitable right, remedy, or claim, under, or respect to, this agreement or any provision of this agreement except as outlined in subsection (b).

(b) The state of Washington, Department of Natural Resources, is an intended third-party beneficiary of this agreement. If Contractor accepts a DNR dispatch, then Contractor agrees to comply with all applicable VIPR terms and conditions and Exhibit [H]: Terms and Conditions Washington State Department of Natural Resources.

#### EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS REGION 6 MOU TRAINING PROVIDERS:

All persons working under this agreement requiring wildland fire training shall utilize an approved training provider to meet agreement requirements in Section D.3.1 TRAINING/EXPERIENCE. A list of approved training providers is located on the Region 6 Fire and Aviation Contracting Team (FACT) webpage: <https://sites.google.com/site/factcontractoperations/>  
Training taken by providers not listed on the Region 6 FACT website will cause the resource to become noncompliant during the pre-use inspection.

The Pre-Award Inspection Checklist(s) for this solicitation is located at:  
<https://sites.google.com/site/factcontractoperations/>

#### EXHIBIT L

To view the Region 6 Dispatch Boundary Map, visit the Region 6 Fire Procurement website located at: <https://sites.google.com/site/factvendorresources/>