

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				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)	

Resource Categories Accepted by this Solicitation

Dozer

- Dozer Type 1
- Dozer Type 2
- Dozer Type 3
- Dozer Type 4

Excavator

- Excavator Type 1
- Excavator Type 2
- Excavator Type 3
- Excavator Type 4

SECTION B - INTRODUCTION

B.1 -- BACKGROUND.

(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 special contract requirements, to including an open season on-ramping process being initiated by the Government to ensure adequate resources are available to meet its need.

B.2 -- CONTRACT TYPE AND DOLLAR LIMITATIONS

(a) This solicitation will result in multiple agreements. The dollar limitation for any individual order is the Simplified Acquisition Threshold (SAT). 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 Contractor's 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. The USFS will determine annually whether it is in the Governments best interest to initiate an open season on-ramping process to add additional Contractors and/or resources during the annual Contracting Officer (CO) review period noted in Section C.3.1.

(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 quoter's history of reasonable and cooperative behavior. Pursuant to FAR 42.1501 the contractor's record of integrity and business ethics, and generally, the contractor's 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 vendor's email address as provided in VIPR.

B.4 -- MULTIPLE RESOURCE CATEGORIES/TYPING

<startedit1>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.<endedit1>

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 then the 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 "SECTION E -- SOLICITATION

PROVISIONS" at <https://apps.fs.usda.gov/vipr/vendor/>. 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.usda.gov/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.

(3) Contractors shall register and update information in the System for Award Management (SAM).

As a part of their SAM information, they shall complete online Representations and Certifications within SAM at <https://sam.gov>. 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.usda.gov/business/incident/eauth.php> OR by contacting your local acquisition office: <http://www.fs.usda.gov/business/incident/contacts.php#field>.

B.8 -- SPECIAL INSTRUCTIONS

B.8.1. -- EMPLOYMENT OF ELIGIBLE WORKERS.

(a) This contract is subject to the Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

(b) If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of

Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required.

(c) For further information on the requirements of the H-2B program, visit OFLC's website at <https://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <https://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

(d) Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

B.8.1.1 -- DEFINITIONS.

(a) H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

(b) Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

(1) A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.

(2) An overnight absence from the migrant workers permanent place of residence is required.

(3) Members of the contractor's immediate family are not considered migrant or seasonal workers.

Immediate family includes:

- Spouse
- Children, stepchildren, or foster children
- Parents, stepparents, or foster parents, or
- Brothers and sisters

(c) Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

B.8.1.2. -- REGISTRATION REQUIREMENTS.

(a) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at

<http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate

through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.

(b) Any contractor who meets the definition in (B.8.1.1(b)(3)) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (http://www.dol.gov/whd/forms/fts_wh530.htm). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (B.8.1.1(b)(3)) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

B.8.1.3 -- CERTIFICATIONS.

The Contractor shall provide applicable H-2B Temporary Employment Certificate and/or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

B.8.1.4. -- WORKER PROTECTIONS.

(a) Worker Information Posters.

- (1) A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
- (2) The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

(b) Personal Protective Equipment.

- (1) 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).
- (2) Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment
- (3) The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:

Head Protection, Hearing Protection, Eye/Face Protection, Leg Protection, Foot Protection, Hand Protection

(4) PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

(5) A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations. References include:

- <https://www.osha.gov/personal-protective-equipment> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at

<https://www.osha.gov/Publications/osh3151.pdf>

- Manual Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/manual/logger/personal equip.html>

- General Machine and Vehicles Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.htm>

(c) Field Sanitation. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act. Fact Sheets with relevant information may be found at <http://www.dol.gov/WHd/fact-sheets-index.htm>.

(d) Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.

(e) Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

B.8.1.5 -- TRANSPORTATION.

(a) The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.

(b) See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle

safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

B.8.1.6 -- HOUSING.

The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

B.8.1.7 -- CAMPING REQUIREMENTS.

(a) The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled 452.236-72 Use of Premises in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.

(1) Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.

(2) The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.

(3) The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.

(4) Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.

(5) Damaging or removing any natural feature or other property of the Forest Service is prohibited.

(6) Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.

(7) Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.

(8) Provide an adequate and convenient potable water supply in each camp for drinking and

cooking purposes.

(9) Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.

(10) Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind

(11) Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid. The basic supplies must include: Gauze pads (at least 4x4 inches), Two large gauze pads (at least 8x10 inches), Box adhesive bandages (such as band-aids), One package of gauze roller bandage (at least 2-inches in width), Two triangular bandages, Scissors, At least one blanket, Tweezers, Adhesive tape, Medical gloves, (latex or non-latex equivalent), and Resuscitation device such as resuscitation bag, airway, or pocket mask.

(12) Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.

(13) Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.

(14) The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

(15) If authorized to have an open fire, the Contractor shall comply with the following fire regulations: A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required. All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site. All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph. All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

B.8.1.8 -- CERTIFICATION OF EMPLOYMENT STATUS.

Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements at the time of submission of proposals.

SECTION C - CONTRACT CLAUSES

Updated through FAC 2023-01, Effective 30 Dec 2022

C.1 -- 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL

SERVICES (DEC 2022)

(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 products and commercial services:

- (1) 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)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)(Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.233-3, Protest After Award (AUG 1996)(31 U.S.C. 3553).
- (6) 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 products and commercial services:

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 4655).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)(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 (JUN 2020) (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 Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)(41 U.S.C. 2313).
- ___ (10) [Reserved]

☒ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022)(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.)

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022)(if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☒ (14)(i) 2.219-6, Notice of Total Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022)(15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022)(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 (JUN 2020) of 52.219-9.

☐ (v) Alternate IV (SEP 2021) of 52.219-9.

☒ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☐ (19) 52.219-14, Limitations on Subcontracting (OCT 2022)(15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages - Subcontracting Plan (SEP 2021)(15 U.S.C. 637(d)(4)(F)(i)).

☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (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.)

☒ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (OCT 2022)(15 U.S.C. 632(a)(2)).

☐ (ii) Alternate 1 (MAR 2020) of 52.219-28.

☒ (23) 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022)(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.

☒ (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 (OCT 2022)(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.

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021)(15 U.S.C. 637(a)(17)).

☒ (27) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (28) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (DEC 2022)(E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

___ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212).

___ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

___ (ii) Alternate I (JUL 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021)(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).

___ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)

___ (37)(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.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)(E.O. 13693).

___ (40)(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.

___ (41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (JUN 2014)(E.O. 13423 and 13514).

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

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020)(42 U.S.C. 8259b).

___ (43)(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 (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)(E.O. 13513).

___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

- ___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13696).
- ___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (48)(i) 52.225-1, Buy American - Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate I (OCT 2022) of 52.225-1.
- ___ (49)(i) 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act (DEC 2022)(19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), 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 [Reserved]
- ___ (iii) Alternate II (DEC 2022) of 52.225-3.
- ___ (iv) Alternate III (JAN 2021) of 52.225-3.
- ___ (v) Alternate IV (OCT 2022) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- _X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021)(E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 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. Subtitle A, Part V, Subpart G Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007)(42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)(42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).
- ___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).
- _X_ (58) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)(31 U.S.C. 3332).
- ___ (59) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ___ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).
- ___ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.
- ___ (iii) Alternate II (NOV 2021) 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 products and commercial services:

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).

X (2) 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 (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (4) 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).

 (5) 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).

 (6) 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).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022)(E.O. 13706).

 (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020)(42 U.S.C. 1792).

(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 products or commercial services. 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 (NOV 2021)(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)(Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)(Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (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.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212)
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021)(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).
- (xiv) 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).
- (xv) 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).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022)(E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)(E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(xx) 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. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020)(42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)(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 products and commercial services 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/>.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (DEC 2022)

NOTE: 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. See Section E.3.

52.212-4 -- Contract Terms and Conditions Commercial Items (DEC 2022)

52.223-1 -- Biobased Product Certification (MAY 2012).

NOTE: This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at: <http://www.biopREFERRED.gov/>.

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 (SEP 2021)

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 Government's 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 -- PLACE OF PERFORMANCE AND PERFORMANCE PERIODS

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C.3.1 -- AGREEMENT PERIOD.

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(a) Estimated date of award is

On or around June 1, 2023 with annual review modifications for duration of the VIPR agreement. An inactive SAM account will result in agreement suspension. Non-response also nullifies any opportunities to make annual changes to the agreement or participate in the onboarding process, if available, until the next annual review.. The Agreement period is for five years from the date of award.

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NO ORDERS OR PAYMENTS ARE GUARANTEED DURING THE DURATION OF THE AGREEMENT PERIOD, REGARDLESS OF LENGTH. Each BPA Call/Dispatch is initiated, administered, and invoiced/paid through the Incident Host Agency, which may or may not be the US Forest Service. Vendor is advised to retain all paperwork received and to work directly with the Incident Host Agency representatives (IMTs) on incident site-specific requirements (Safe worksite practices, self-sufficiency, per diem, etc.) as well as all invoicing (corrections, payment status, etc.). See VIPR website for state forestry and DOI contact information.

https://www.fs.usda.gov/business/incident/state-contacts-requirements.php?tab=tab_c.

This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement. The government also reserves the right to utilize other (un-operated or non-mobile) commercial facilities. Orders are based on Government need and due to the nature of wild land fire, we are unable to forecast agreement use. REMINDER: IT IS THE VENDORS' SOLE RESPONSIBILITY TO ADHERE TO ALL LABOR LAWS TO INCLUDE PROVIDING THE REQUIRED WORKERS' COMPENSATION INSURANCE TO ALL EMPLOYEES. EACH INDIVIDUAL PERFORMING UNDER THIS AGREEMENT IS A SERVICE EMPLOYEE BY DEFINITION. The Government will not track, record, or manage contractor insurance records or training records under this agreement. Insurance coverage and company employee documentation is the sole responsibility of the contractor.

An annual review will be conducted and at the discretion of the Contracting Officer, Contractors may be offered an opportunity to adjust their prices during that review period. If a revised price 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. This annual CO review period may also allow the option of an open season on-ramping of additional contractors and resources. (see Section H).

Note: Allowable equipment changes will not include the addition of new resources and will not result in a change in equipment typing unless the CO has initiated the open season on-ramping process. This open season period is not guaranteed and is at the discretion of the Government.

Annual reviews are typically scheduled during the Jan/Feb/Mar timeframe. Non-response by the set due date is vendor acceptance of all VIPR updated annual terms and conditions along with any updated DOL Wage Determination. An inactive SAM account will result in agreement suspension. Non-response also nullifies any opportunities to make annual changes to the agreement until the next annual review. It is not the Government's intent to modify the agreements during the fire season. This is an undue and unacceptable administrative burden. Modifications or inspections outside of the annual review window and/or during the active fire season (March - September annually) are not standard practice and may be substantially delayed due to the unavailability of the CO or Contract Operations staff. This is not a violation of the agreement. If a vendor chooses to adjust rates as part of the annual review/roll over process, those proposed rates are subject to the CO's fair and reasonable price analysis for the Region/Zone. If proposed price changes fall outside the acceptable parameters, the vendor will be contacted to negotiate the rates to within the acceptable parameters. If a vendor is unwilling to negotiate or there is not CO approval of proposed roll over modification rates, then awarded VIPR agreement would either be suspended or terminated/cancelled. All negotiations must be complete within the CO determined window or VIPR agreement will be subject to suspension. This acquisition is solicited using the procurement process prescribed in Part 12, Commercial Items, and in accordance with the authority granted in

FAR 13.5, Simplified procedures for Certain Commercial Items of the Federal Acquisition Regulations (FAR).

The USFS will determine annually whether it is in the Government's best interest to initiate an open season on-ramping process to add additional Contractors and/or resources during the annual Contracting Officer (CO) review period noted in Section C.3.1. See Section E..

(b) It is estimated that the anticipated use period for resources within the XXXX Geographic area may fall between Month-Day and Month-Day 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 Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the agreement's effective period.

C.3.2 -- START WORK.

The Contractor shall provide availability status to their selected dispatch office as listed within their agreement within 10 days after award of the Agreement. The dispatch center may require the Contractor to self-status through the Interagency Resource Ordering Capability (IROC) application. IROC is web-based and supports both PCs and mobile devices. Requesting an account within IROC, if required by the dispatch center, should be initiated as soon as possible in advance of fire season (See Section D.5 AVAILABILITY).

<https://famit.nwcg.gov/applications/IROC>

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. Section C.8 -- LOSS, DAMAGE, OR DESTRUCTION gives guidance on what can be considered as a damage claim verses damage covered under the Contractor's insurance policy.

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. Resources that are accepted to the incident are to be utilized as the ordered resource and type per the resource order.

Host Agency accepted noncompliant VIN/SNs or typing not listed on the current agreement would fall under this section and thus, an EERA executed at-incident. Any additional supplies or services requested outside of the awarded agreement also requires establishment of an at-incident procurement instrument for proper payment and compensation.

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 <https://www.govinfo.gov/>.

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

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Pre-quote virtual conferences will require pre-registration. Registration link:

<https://forms.office.com/g/V3XVBR3Cz7>

The USDA Forest Service Equipment & Service Branch (ESB) in partnership with Regional & WO F&AM program, will host a virtual Fire Vendor Outreach Sessions (FVOS) in conjunction with the

State PTAC offices utilizing the Microsoft Teams platform. Vendor registration is required. Access can be achieved through a Microsoft Teams application or through your computers browser (no download necessary). There will also be an option to join by telephone only. We will walk through an agreement and clauses, etc.

- Thursday, March 9th at 1700 MT.

D.1 -- SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain Heavy Equipment (dozers, excavators, and tractor plows) and transports 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 in the protection of lands, to include but not be limited to, severity, 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

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Equipment shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

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D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

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D.2.1.1 -- Equipment Typing.

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Equipment typing for dozers and excavators is determined by both weight and horsepower criteria. Machines must meet both the minimum HP and minimum weight to qualify for a type. For example, if a machine has horsepower for a type, but lacks the operating weight, it will qualify for the largest type in which it meets both minimum HP and minimum weight. (If an excavator has 165 HP and an operating weight of 48,000 pounds, it would qualify as a Type 2).

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Equipment will not be awarded under more than one type. If a machine qualifies for multiple types, it will only be awarded at the largest type in which it qualifies. For example, a dozer has 160 HP and an operating weight of 42,000 pounds, it qualifies as both a Type 2 and 3, however, it will only be awarded as a Type 2 because that is the largest type in which it meets both minimum HP and weight criteria.

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(a) DOZERS

Type 4 - Net HP Range 50 HP - 110 HP and Minimum Base Weight of 10,000 lbs

Type 3 - Net HP Range 99 HP - 165 HP and Minimum Base Weight of 20,000 lbs.

Type 2 - Net HP Range 150 HP - 250 HP and Minimum Base Weight of 35,000 lbs.

Type 1 - Net HP Range 240 HP or greater and Minimum Base Weight of 60,000 lbs.

(1) Manufacturer's published rated net horsepower (HP). Horsepower rating taken at the flywheel with all the engine accessories installed not counting transmission losses or anything after the flywheel.

(2) Manufacturer's published base weight including equipped track width and blade configuration, equipment fluids, etc. If a published base weight is unavailable, a certified in-service weight shall be used.

(3) Base operational weight is only used for typing. Final in-service weight will be higher and include additional accessories such as winch, grapple, forestry package, etc. Final in-service dozer weight must be used when calculating hauler capacity, bridge weight limits, etc.

·
(b) EXCAVATORS.

Type 4 Min. 60 HP and Min. Operating Weight 15,000 lbs.

Type 3 Min. 81 HP and Min. Operating Weight 20,000 lbs.

Type 2 Min. 111 HP and Min. Operating Weight 30,000 lbs.

Type 1 Min. 160 HP and Min. Operating Weight 50,000 lbs.

(1) Manufacturer's published rated net horsepower (HP). Horsepower rating taken at the flywheel with all the engine accessories installed not counting transmission losses or anything after the flywheel.

(2) Manufacturer's published base weight including equipped track width equipment fluids, bucket and blade (if equipped) etc. If a published base weight is unavailable, a certified in-service weight shall be used.

(3) Base operational weight is only used for typing. Final in-service weight will be higher and include additional accessories such as bucket, equipment fluids, blade (if equipped), etc. Final in-service weight must be used when calculating hauler capacity, bridge weight limits, etc.

·
(c) TRACTOR PLOWS

Type 3 - Min. 50 HP - 99 HP

Type 2 - Min. 100 HP - 199 HP

·
(d) TRANSPORTS

Type 3 - rated at loads up to 35,000 lbs.

Type 2 - rated at loads 35,001 to 69,999 lbs.

Type 1 - rated at loads over 70,000 lbs.

·
D.2.1.2 -- Equipment Requirements.

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(a) All equipment shall have:

(1) ROPS/FOPS/OPS. Meet all applicable Federal OSHA requirements under 29 CFR 1910.266 and all applicable OSHA requirements in states where the equipment is operated that have

jurisdiction under an approved State Plan. For a list of states with approved OSHA state plans, go to <https://www.osha.gov/dcsp/osp/index.html>. Selected Minimum Federal OSHA requirements for ROPS/FOPS/OPS (see CFR 1910.266 for complete list of requirements):

(i) Each tractor, skidder, swing yarder, log stacker, log loader and mechanical felling device, such as tree shears or feller-buncher, placed into initial service after February 9, 1995, shall be equipped with falling object protective structure (FOPS) and/or rollover protective structure (ROPS). The employer shall replace FOPS or ROPS which have been removed from any machine. Exception: This requirement does not apply to machines which are capable of 360-degree rotation.

(ii) Each machine manufactured after August 1, 1996, shall have ROPS tested, installed and maintained in accordance with the Society of Automotive Engineers SAE J1040, April 1988, "Performance Criteria for Rollover Protective Structures (ROPS) for Construction, Earthmoving, Forestry, and Mining Machines", which is incorporated by reference as specified in Sec. 1910.6.

(iii) FOPS shall be installed, tested and maintained in accordance with the Society of Automotive Engineers SAE J231, January 1981, "Minimum Performance Criteria for Falling Object Protective Structures (FOPS)", which is incorporated by reference as specified in Sec. 1910.6.

(iv) ROPS and FOPS shall meet the requirements of the Society of Automotive Engineers SAE J397, April 1988, "Deflection Limiting Volume-ROPS/FOPS Laboratory Evaluation", which is incorporated by reference as specified in Sec. 1910.6.

(v) Per 1910.266(f)(3)(vii), each machine manufactured after August 1, 1996, shall have a cab that is fully enclosed with mesh material with openings no greater than 2 inches (5.08 cm) at its least dimension. The cab may be enclosed with other material(s) where the employer demonstrates such material(s) provides equivalent protection and visibility. Exception: Equivalent visibility is not required for the lower portion of the cab where there are control panels or similar obstructions in the cab, or where visibility is not necessary for safe operation of the machine.

(vi) Per 1910.266(f)(3)(viii), each machine manufactured on or before August 1, 1996 shall have a cab which meets the requirements specified in paragraph (f)(3)(vii) or a protective canopy for the operator which meets the following requirements:

a. The protective canopy shall be constructed to protect the operator from injury due to falling trees, limbs, saplings or branches which might enter the compartment side areas and from snapping winch lines or other objects;

b. The lower portion of the cab shall be fully enclosed with solid material, except at entrances, to prevent the operator from being injured from obstacles entering the cab;

c. The upper rear portion of the cab shall be fully enclosed with open mesh material with openings of such size as to reject the entrance of an object larger than 2 inches in diameter. It shall provide maximum rearward visibility; and

d. Open mesh shall be extended forward as far as possible from the rear corners of the cab sides so as to give the maximum protection against obstacles, branches, etc., entering the cab area.

(vii) Deflectors shall be installed in front of each cab to deflect whipping saplings and branches. Deflectors shall be located so as not to impede visibility and access to the cab.

(viii) Each machine cab shall have a second means of egress.

(2) Note Per 1910.266(f)(3)(vii), equivalent protection means that the material must meet the same standards as wire mesh. Any machine cab meeting ISO 8084 or SAE 1084 fulfills this requirement.

(3) Lighting (Minimum 2 rear, 2 forward). 360-degree swing machines require two forward. Factory equipped lighting must be operational. All attachments to the parent machine must be illuminated for night operations. Lights must be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the blade or working area.

(4) Shovel

(5) US Forest Service-qualified spark arrester on all naturally aspirated engines

(6) All factory guards shall be in place and in functional condition (i.e. engine compartment) (applicable for heavy equipment)

(7) Radiator protection (applicable for heavy equipment)

(8) Seat belts

(9) Flashlight

(10) Water, 1 gal drinking

(11) 5-person first aid kit

(12) 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 Personal Protective Equipment 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.

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

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

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

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

(v) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB. Earphones (headset) required with radio shall have built-in hearing protection.

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

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

(viii) 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.

(13) Backup Alarm. All vehicles under hire on this Agreement shall include an electric or electronic backup alarm that meets the Type D (87 decibels, dBA) requirements of SAE J994.

(14) All vehicles and equipment 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.

This solicitation will only include Dozers and Excavators..

DOZERS --

(a) In addition to D.2.1.2, dozers shall have:

(1) Cable blades ARE NOT ACCEPTABLE. See D.23, Exhibit A for definition.

(2) Winch Minimum Standards. (If equipped)

(i) All winches must be able to rescue the parent Dozer that it is mounted upon.

(ii) Winches must have a minimum bare drum rating of the weight of the parent machine + 20% and be equipped with a minimum of 50 feet of cable or wire rope minimally rated at this cumulative weight.

(3) Lighting (Minimum 2 rear, 2 forward). Factory equipped lighting must be operational. All attachments to the parent machine must be illuminated for night operations. Lights must be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the blade or working area.

(4) Programmable Radio. One (1) handheld programmable radio. Radios must be capable of communicating within a minimum frequency range from 138 MHZ to 174 MHZ in the narrowband (12.5 KHz) mode on established Federal and state frequencies. Modified radios are not acceptable. Only radios listed on the National Interagency Fire Centers National Interagency Incident Communications Divisions website <http://www.nifc.gov/NIICD/documents.html> are approved. Inquiries for approved radios should be directed to:

Communications Duty Officer Phone: (877) 775-3451 (Toll Free)

Phone: (208) 387-5644 (Local)

FAX: (208) 387-5892

email: nifc.cdo@fs.fed.us

EXCAVATORS --

(a) In addition to D.2.1.2, excavators shall have:

(1) Excavators must have protective screen or bars over the front of the cab acting as a deflector of brush and branches.

(2) Hydraulic thumb or clamshell. See D.23, Exhibit A for definition.

(3) Steel Tracks.

(4) Machines must meet state and federal safety regulations.

(5) Programmable Radio. One (1) handheld programmable radio.

(i) Radios must be capable of communicating within a minimum frequency range from 138 MHZ to 174 MHZ in the narrowband (12.5 KHz) mode on established Federal and state frequencies. Modified radios are not acceptable. Only radios listed on the National Interagency Fire Center's National Interagency Incident Communications Divisions'

website <http://www.nifc.gov/NIICD/documents.html> are approved. Inquiries for approved radios should be directed to:

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email: nifc.cdo@fs.fed.us

TRANSPORTS --

(a) Additional Transport Equipment Requirements. In addition to D.2.1.2, transports shall have:

- (1) Heavy equipment transport operators are responsible for following Department of Transportation (DOT) standards while in transit and adhere to legal weights, laws and limits pertaining to the transport of heavy equipment while under hire. Transport operators may be required to transport loads of up to the maximum GVWR rating of the tractor-trailer combination on steep, poorly maintained roads. Operators should expect to drive on secondary roads with grades of up to 15 percent, with close radius switchbacks and road surfaces of natural material. Truck and trailer shall be capable of working on secondary Forest/Range roads with adequate tractor horsepower and trailer clearance to excel in this environment. Operators may haul dozers, road graders excavators and logging equipment while under hire and must understand load securement and tractor-trailer limitations. Operator is responsible for meeting all State requirements, such as weight restrictions and hauling permits. All special permits are the responsibility of the Operator.
- (2) If transporting equipment as a for hire motor carrier, all transports shall have Carrier Insurance as required by 49 CFR 387 (Minimum levels of responsibility for motor carriers) and have Cargo Insurance commensurate with the types of cargo that is being hauled.

D.2.2 -- TRANSPORTATION

(a) All vehicles offered and used under this Agreement shall be licensed and legally operable on all roads. All vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection or b) current Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23) Contractors accepting out-of-state assignments shall ensure their offered vehicles are licensed for interstate travel and meet the commercial interstate vehicle requirements described by Federal Motor Carrier Safety Regulation (FMCSA) 390.5.

(b) All vehicles and equipment 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 this solicitation. 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.

(c) Operators of any motor vehicle having a GVWR of 26,001 POUNDS AND GREATER shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of 10,001 pounds and greater shall have a current medical card.

(d) Brakes on all axles. All vehicles 36,000 GVWR or greater shall be installed with an operator-controlled auxiliary braking system in addition to the service brakes (i.e., engine retarder, transmission retarder, driveline retarder, or exhaust retarder).

(e) Backup Alarm. All equipment offered and under hire in this Agreement shall include an electric or electronic backup alarm that meets the Type D (87 decibels, dBA) requirements of SAE J994.

(f) The Contractor is responsible for transporting the heavy equipment to and from the incident.

(g) Transports shall have current Department of Transportation (DOT) certification and be of sufficient and legal weight rating to transport the equipment. Contractor is responsible for:

- (1) Meeting all state and federal requirements, such as weight restrictions and hauling permits;
- (2) All special permits;
- (3) Providing all pilot cars when required by a permitting agency.
- (4) A valid fleet insurance policy information card issued by an insurer;
- (5) A valid insurance declaration page;

(h) Equipment under the direction of incident management personnel may not be unloaded immediately. The Contractor is responsible for all costs associated with the transport until the equipment is unloaded and the transport is released. Once the heavy equipment is delivered and unloaded at the incident the transport is considered released. However, the transport may be retained at the incident for the sole purpose of transporting the equipment that was originally ordered. The transport will be paid, in accordance with D.21.8, the minimum daily guarantee or the mileage rate whichever is greater until the transport is released or until the equipment it transported becomes inoperable. Retained transports must be documented on the shift ticket. If the contractor elects to keep the transport at the incident location after it is released by the government, no payment will be made.

IF THE TRANSPORT IS RETAINED BY THE INCIDENT FOR TRANSPORTING OTHER EQUIPMENT, THE COMPANY OWNING THE TRANSPORT MUST HAVE A VALID AGREEMENT, AND MUST BE ORDERED WITH A SEPARATE RESOURCE ORDER NUMBER. THE POINT OF HIRE WILL BE THE INCIDENT. THE RETAINED TRANSPORT USED IN THIS MANNER MUST MEET THE SPECIFICATIONS FOR TRANSPORTS DESCRIBED IN THIS AGREEMENT OR WITHIN CHAPTER 20 OF THE INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK.

(i) For initial attack/severity, transport is required to remain with the equipment.

(j) The transport may be inspected in accordance with D.17. Transports not passing this inspection will result in rejection of both the transport and heavy piece of equipment being hauled.

D.2.2.1 -- Tire Requirements. Tires shall have load ratings in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which including the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32" for rear tires and 4/32" for steering axle tires. All wheel drive vehicles shall have all season or mud and snow tire tread on all wheels.

D.2.2.2 -- Spare Tire. All vehicles shall have a full-size spare tire with minimum of 4/32" tread. The spare tire shall be easily accessible.

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) Each person under this Agreement shall meet the following minimum requirements:

(1) RT-130 Annual Fireline Refresher including fire shelter.

(2) Commercial Drivers License (for transports, when required).

(3) All operators shall be able to operate the equipment safely up to the manufacturer's limitations (i.e., experience working in steep terrain, timber, etc.)

(b) 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. Contractor's 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

The Contractor is required to status their availability in the Incident Resource Ordering Capability Program (IROC).

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

Awards may not be made to vendors designating an equipment City and State location outside the Geographic Area of the selected Dispatch Center.

Agreement intent and Government guidance is for Quoters to select the available dispatch center closest to their resource location in order to reasonably meet the Government's (Host Agency's) date and time needed for emergency incident support, as well as offer best value to the Government for travel costs for each potential dispatch/BPA Call. Because wildland fire support and locations are unknown at time of award, selection of a host dispatch center/zone outside of where the resources reside may result in loss of opportunity and failure to meet Government's critical and timely need at time of incident.

D.6 -- ORDERING PROTOCOL FOR RESOURCES.

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

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(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) Dozers/Excavators/Tractor Plows: 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

Dispatch Center. The Agreements will be competitively awarded within the Regions dispatch centers and zone area of responsibility. Agreement intent and Government guidance is for Quoters to select the available dispatch center closest to their resource location in order to reasonably meet the Governments (Host Agencies) date and time needed for emergency incident support, as well as offer best value to the Government for travel costs for each potential dispatch/BPA Call. Since wildland fire support and locations are unknown at time of award, selection of a host dispatch center/zone outside of where the resources reside may result in loss of opportunity and failure to meet Governments critical and timely need at time of incident. For the sake of time during emergency response, Host Agency dispatch or ordering activity may use the resource location provided under the Schedule of Items (SOI) within the awarded VIPR agreements to determine through either Google maps or another similar search engine whether travel is feasible for meeting date and time required, as well as location (Incident Base Camp), required by the fire incident. This will not be a violation of the agreement. Map link: <https://www.nifc.gov/nicc/>

ROLES AND RESPONSIBILITIES OF KEY GOVERNMENT PERSONNEL

This section describes the roles and responsibilities of Government personnel.

Program Manager (PM): The USFS Fire and Aviation Program Manager is the Contract Operations Government official who performs various programmatic functions for the overall success of the IBPA Program within their Region or assigned area of responsibility. This includes handling technical reviews and queries, quality assurance/inspections, and contract compliance.

List of Regional Contract Operations Representatives:

https://www.fs.usda.gov/business/incident/contacts.php?tab=business/incident/vendors.php?view=tab_vendor#con_equip

Contracting Officer (CO): The USFS Government official with actual authority to administer and/or modify the terms of the agreement. The CO monitors the Contractor's performance in the areas of contract compliance and contract administration, and assists the Contractor, PM, and ordering Host Agency/Incident Management Team (IMT) on matters related to the terms and conditions of the agreement. The CO is not delegated nor has the authority granted by the ordering host agency to create or correct invoices.

List of ESB Contracting Officers & Purchasing Agent POCs:

https://www.fs.usda.gov/business/incident/contacts.php?tab=business/incident/vendors.php?view=tab_vendor#con_equip

Ordering Host Agency/Incident Management Team (IMT): Responsible for all payments under the agreement, to include invoice corrections and orders cancelled enroute. During a BPA Call, a Government Official will be assigned at incident to perform specific administrative or technical functions under the agreement such as inspections, verifying time, creating payment packages, and conducting performance reviews. The Ordering Host Agency/IMT has no actual, apparent, or implied authority to bind the Government.

State Forestry Contacts: https://www.fs.usda.gov/business/incident/state-contacts-requirements.php?tab=business/incident/vendors.php?view=tab_vendor

Regional FS websites:

https://www.fs.usda.gov/business/incident/contacts.php?tab=business/incident/vendors.php?view=tab_vendor#regions

Vendor FS Incident Payment Information:

<https://www.fs.usda.gov/business/incident/static/Vendor%20Incident%20Payment%20Info%20V1.3.pdf>

Dispatch Center: Government official(s) delegated to order and release resources under the agreement within the IROC system. Dispatch Centers create the official Resource Orders (RO) required to initiate and obligate a BPA Call under the agreement. Contractors are required to coordinate their level of availability with their selected dispatch center through the IROC system in order to be eligible for BPA Calls/Dispatches from Incident Hosting Dispatch Centers. Dispatch centers are tasked as the ordering officials to clearly communicate the host agency's requirements and the location of agreement performance at time of BPA Call/order. This may include workplace

safety requirements or additional supplies/meals/lodging to be reimbursed by the ordering host agency. The VIPR contractor has the option to turn down or accept the BPA Call/fire assignment at time of order based on resource availability and host agency requirements.

Dispatch Center Listing: https://www.fs.usda.gov/business/incident/dispatchlookup.php?tab=tab_d

IROC Vendor Self Status Instructions:

https://famit.nwcg.gov/sites/default/files/QRC_Vendor_Web_Status.pdf . As described in B.6, socioeconomic status advantage will be given to those small business concerns identified in Block 10 of the SF-1449.

(1) 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.

(2) Within each small business program category, priority will be given as shown below. The minimum daily guarantee and mileage will not be considered in the ranking.

NOTE: For the above equipment there will be attributes identified on the dispatch priority list that may be required by the Government. These attributes will not be given points but if the attribute is specifically ordered by the Incident Management Team, a vendor that offers the attribute on their equipment shall be given preference for the order. The attributes are listed at the end of each resource category below and will be identified as "Attribute, not given points".

(b) Transports: All resources will be evaluated and agreements will be awarded in accordance with B.2. Resources on an awarded Agreement will be ranked on a dispatch priority list by Dispatch Center. The Agreements will be competitively awarded within the Regions dispatch centers and zone area of responsibility. Agreement intent and Government guidance is for Quoters to select the available dispatch center closest to their resource location in order to reasonably meet the Governments (Host Agencies) date and time needed for emergency incident support, as well as offer best value to the Government for travel costs for each potential dispatch/BPA Call. Since wildland fire support and locations are unknown at time of award, selection of a host dispatch center/zone outside of where the resources reside may result in loss of opportunity and failure to meet Governments critical and timely need at time of incident. For the sake of time during emergency response, Host Agency dispatch or ordering activity may use the resource location provided under the Schedule of Items (SOI) within the awarded VIPR agreements to determine through either Google maps or another similar search engine whether travel is feasible for meeting date and time required, as well as location (Incident Base Camp), required by the fire incident. This will not be a violation of the agreement. Map link: <https://www.nifc.gov/nicc/> . Advantage will be given to those small business concerns identified in Section B, Basis of Award, and as identified in Block 10 of the SF-1449.

(1) In addition to the award evaluation factors in B.2, 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.

(2) Within each small business program category, as defined in Section B, Basis of Award, equipment will be dispatched based on the attributes that best meet the needs of the government.

Transports will be listed on the dispatch list according to the following formula: $((\text{Rate Per Mile} \times 200 \text{ miles}) \times 0.2) + ((\text{Minimum Daily Guarantee}) \times 0.8)$.

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(c) Advantages.

(1) Dozers/Tractor Plows: Information on the following advantages must be submitted by the contractor with their quote. The following criteria have been developed to assess the advantages for dispatch priority, and each advantage is given a point value. The total points for each resource's advantage are then divided by the daily rate resulting in dispatch priority with the highest total advantage per dollar being ranked highest on the dispatch list. The Transport Minimum Daily Guarantee will be included in the formula. A complete breakdown can be found in Exhibit J. Separate priority lists will be generated for each Type of dozer and tractor plow.

Dozer/Tractor Plows:

Blade - 200 possible points

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Attribute, not given points:

Winch

Ripper

Grapple

Low Ground Pressure

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NOTE: These attributes will be listed on the priority dispatch list and if the incident specifically orders the equipment with this attribute, vendors offering that attribute will be given preference as they appear on the priority dispatch list.

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(2) Excavators: Price offered for the type of resource. The price will be based on the daily rate, with the lowest price being ranked highest on the dispatch list. Separate priority lists will be generated for each Type of excavator.

Attribute, not given points:

Clamshell Bucket

Up Down Blade or Dozer Blade

Steep Ground Excavator

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NOTE: These attributes will be listed on the priority dispatch list and if the incident specifically orders the equipment with this attribute, vendors offering that attribute will be given preference as they appear on the priority dispatch list.

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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.

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D.6.3 -- ORDERING PROCEDURES FOR RESOURCES.

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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.

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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.

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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

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(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.

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(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.

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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.

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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.

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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. 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. Date and time needed are a contractual obligation. Acceptance of an order without the ability to meet the stated date and time needed can result in suspension and/or termination of the vendor's agreement(s).

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D.6.6 -- EMERGENCY INCIDENT DRIVING.

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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.

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

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(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).

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D.6.8 -- DEMOBILIZATION.

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The Incident Commander will determine the priority of demobilization.

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D.6.9 -- RELEASE.

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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 a complete copy of their most current agreement in their possession at all times. The incident may make a photocopy of this agreement; however, it remains the property of the Contractor.

Full copies of any I-BPA agreement can be downloaded and printed from the VIPR website at:
https://www.fs.usda.gov/business/incident/vipragreements.php?tab=tab_d

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. A campsite, if provided, is limited to the space necessary for sleeping tents. 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)).

The government is not responsible for providing space for recreational vehicles (RV), including but not limited to travel trailers and motorhomes. At the governments sole discretion contractors may be required to relocate RVs away from the incident (ICP, incident base, or camps).

If the contractor is required to relocate an RV the government shall not be responsible for monitoring off-site locations nor incur any costs for the offsite camp location including, but not limited to, mileage to and from the ICP/remote base camp or fire line assignments, camping fees, utility costs etc. The government shall not be responsible for any damages or theft that occur because of the relocation of the RV.

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 -- ROLES AND RESPONSIBILITIES OF KEY PERSONNEL

This section describes the roles and responsibilities of Government and Contractor personnel.

Program Manager (PM): The USFS Fire and Aviation Program Manager is the Contract Operations Government official who performs various programmatic functions for the overall success of the IBPA Program within their Region or assigned area of responsibility. This includes handling technical reviews and queries, quality assurance/inspections, and contract compliance.

Contracting Officer (CO): The USFS Government official with actual authority to administer and/or modify the terms of the agreement. The CO monitors the Contractor's performance in the areas of contract compliance and contract administration, and assists the Contractor, PM, and ordering Host Agency/Incident Management Team (IMT) on matters related to the terms and conditions of the agreement.

Ordering Host Agency/Incident Management Team (IMT): Responsible for all payments under the agreement, to include invoice corrections and orders cancelled enroute. During a BPA Call, a Government Official will be assigned at incident to perform specific administrative or technical functions under the agreement. This may include, but is not limited to, a pre-use/pre-acceptance inspection, assigning work to be performed, hosting meetings for contractor attendance, verifying time, creating payment packages, and conducting performance reviews. The Ordering Host Agency/IMT has no actual, apparent, or implied authority to bind the Government. The Contractors Representative/Operator under the agreement remains actively employed by and supervised by the Contractor and thus, the Contractor is accountable for the actions of its personnel while performing under the agreement.

Dispatch Center: Government official(s) delegated to order and release resources under the agreement within the IROC system. Dispatch Centers create the official Resource Orders (RO) required to initiate and obligate a BPA Call under the agreement. Contractors are required to coordinate their level of availability with their selected dispatch center in order to be eligible for BPA Calls/Dispatches from Incident Hosting Dispatch Centers.

Contractor Key Personnel: Personnel/Operators performing work under the agreement on behalf of the Contractor are considered an employee and Contractor's Representative of the Contractor. Operators shall meet the training/certification requirements of the agreement and be knowledgeable of the agreement terms and conditions. The Contractor/Operator shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under this agreement and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under this agreement. The Contractor is accountable to the Government for the actions of its personnel.

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. The Government will not track, record, or manage contractor insurance records under this agreement. Insurance coverage and documentation is the sole responsibility of the contractor.

D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

(a) 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.

(b) AQUATIC AND INVASIVE SPECIES (AIS) PREVENTION.

All resources under this agreement shall adhere to the requirements of NWCG publication PMS 444, Guide to Preventing Aquatic Invasive Species Transport by Wildland Fire Operations, including the following measures for Aquatic and Invasive Species prevention:

All resources that handle water are required to use a functioning foot valve while on assignment. A foot valve must be located at the end of the draft hose; check valves located in the pump, at the tank or other locations are not an acceptable alternative. All draft hose(s) and foot valve(s) shall arrive at the incident or designated inspection point clean and dry. The government may, at any time, inspect for compliance with this requirement.

(c) DECONTAMINATING GROUND EQUIPMENT.

Before moving to a new water source (in a different watershed), decontaminate all external and internal surfaces of foot valve and draft hose. Three options are:

1. Power wash with hot water (140 F, allow spray to contact surfaces for 2 minutes) using a hot pressure washer (e.g., a Hotsy). OR

2. Dry the gear in the hot sun until completely dry to the touch (sunlight intensifies the decontamination process). OR

3. Use a chemical solution (see Appendix A: Decontaminating with Chemical Disinfectants).

Surfaces of the drafting hose and foot valve can be decontaminated by coiling and submerging in a bucket filled with disinfectant or by spray application with a backpack pump or a large spray bottle.

Consider carrying spare, clean, dry draft hoses and foot valves to switch out with used ones when moving to a new water source.

*As referenced in the National Wildfire Coordination Group (NWCG) publication PMS 444 Guide to Preventing Aquatic Invasive Species Transport by Wildland Fire Operations (<https://www.nwcg.gov/sites/default/files/publications/pms444.pdf>), Chapter 4 Ground Operations.

D.16 -- TECHNICAL EVALUATION PROCESS

D.16.1 -- TECHNICAL EVALUATION

(a) All resources submitted must pass a Technical Evaluation prior to being considered for award. See technical quote submittal requirements listed in SECTION E -- SOLICITATION PROVISIONS: E.1 -- INSTRUCTIONS TO OFFERORS and E.2 -- INSTRUCTIONS FOR SUBMITTING TECHNICAL QUOTES.

D.16.2 -- POST AWARD INSPECTION

All or partial resources offered within your VIPR quote may be selected for follow-on hands-on inspection by the Regional Contract Operations program representative. Those inspections will be coordinated and conducted by that representative.

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 may 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 government's 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 Contractor's 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 government's convenience (See D.21.8.3(c)). Due to priority of direct support during the fire season, Government workers may be unavailable for both inspections and modifications for an extended period of time. 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 and workmanlike 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, unprofessional, 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, unprofessional, 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) Contractor shall be responsible for ensuring all of its employees wear proper incident attire, as follows (PPE, if required for specific resources, will be detailed in the agreement at D.2):

(1) FOOTWEAR: Closed toe shoes must be worn while providing services on an incident assignment. Sandals and/or flip flops are not acceptable footwear while working on an incident.

(2) CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans.

The Incident Commander may release from an incident assignment any Contractor employee who is not wearing proper incident attire in accordance with D.19 -- Workmanship.

(c) 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 evaluator's 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 the Contractor's 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

(a) Payments will be made in accordance with D.21.8.

(b) When equipment is ordered for severity assignments, the following payment will be made:

(c) Table D.21 - SEVERITY RATES

Severity is paid at 75% of the 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 severity period the payment will revert to the full daily rate. If the mobilization occurs outside the 10 hour severity period they will be released from their severity 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.

(1) Severity assignments are at the discretion of the Contractor to accept or reject. Rejecting a severity assignment will not effect placement on the priority list or preclude a Contractor from being offered a suppression assignment at full daily rate.

(2) Severity assignments often are not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, RON (see D.21.5) may or may not be authorized and is at the Governments discretion.

D.21.1 -- BRIEFINGS.

All operators/Contractor Representatives shall attend operational period briefings. This is included in the daily rate.

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 \$100 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), whichever is less. Double occupancy of hotel rooms may be required and is managed by the Host Agency and/or IMT. 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. As with lodging, actual meal expenses may be authorized as coordinated in advance and managed by the Host Agency and/or IMT.

(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. The payment office will be designated in block 9 on the Emergency Equipment - Use Invoice, Form OF-286. 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.

(c) The minimum daily guarantee for the transport is applicable to time under hire as defined in D.21.8.

D.21.8.1 -- Rates of Payments. Payment will be at rates specified in the agreement that is in effect at the time of the order. Rate changes due to annual roll over modifications are applicable for orders placed on or after the effective date of the modification. Payment will be at rates specified above except as provided in D.21.8.3.?

(a) Heavy Equipment

(1) 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.

(2) DOUBLE SHIFT equipment is staffed with two operators or crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.

(3) The payment calculations included at D.21.8.1 do not address the situation when a piece of heavy equipment is hired for a Double Shift (DS) but there is only one operator to operate both the

heavy equipment and transport in the second operational period. The following calculation will be used to calculate payment for the transport where the heavy equipment operator will be operating the transport for the DS, or second operational period (a hypothetical rate of \$1500 per day is being used in this sample calculation):

1. Determine Transport Rate: \$1,500
 2. DS Rate ($\$1,500 \times 165\%$, or 1.65): \$2,475
 3. Per Shift Rate ($\$2,475/2$): \$1,237.50
 4. Single Operator Adjusted Rate ($\$1,237.50 \times 165\%$, or 1.65): \$2,041.875, rounded to \$2,041.88
 5. Transport Rate 24-hour operation: $\$1,237.50 + \$804.38 = \$2,041.88$, rounded to \$2,042
- (4) 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% of the Daily Rate for periods less than 8 hours.

(5) 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% of the Daily Rate for periods less than 8 hours.

(b) Transport - ONE OPERATOR FOR BOTH TRANSPORT AND HEAVY EQUIPMENT. Same Resource Order Number as Heavy Equipment.

(1) MINIMUM DAILY GUARANTEE AND MILEAGE - Minimum guarantee for transports is reduced to 65%; the mileage rate is not reduced. For time under hire for 8 hours or more, the government will pay 65% of the minimum daily guarantee or mileage rate, whichever is greater. If a resource is under hire for less than 8 hours on the first or last day, the amount paid for that day will be 32.5% of the minimum daily guarantee or mileage rate, whichever is greater.

(2) DOUBLE SHIFT equipment is staffed with two operators or crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the reduced minimum daily guarantee (65%) as calculated at a. above (e.g., $\$1000 \text{ daily rate} \times .65\% \times 165\% = \1072.50).

(3) Transport is considered released once the heavy equipment is delivered and unloaded at the incident, unless one of the following exceptions apply:

- i. If approved by the government, the contractor may keep the transport at the incident, after it has been released, at no additional cost to the government.
 - ii. Incident may retain transport under hire for the sole purpose of transporting the heavy equipment that was originally ordered; the mileage rate or 65% of the minimum daily guarantee, whichever is greater will be paid until the transport is released. The decision to retain the transport must be documented on the shift ticket.
- (4) When the transport operator and heavy equipment operator are the same, payment calculation will be for the transport mileage to the incident and, at time of heavy equipment release, the

transport mileage back to the point of hire.

(c) Transport - SEPARATE TRANSPORT OPERATOR; include the name of the transport operator in the Remarks block (block 14) of the daily shift ticket. Same Resource Order Number as Heavy Equipment.

(1) MINIMUM DAILY GUARANTEE AND MILEAGE - For time under hire for 8 hours or more, the government will pay the minimum daily guarantee or mileage rate, whichever is greater. If a resource is under hire for less than 8 hours on the first or last day, the amount paid for that day will be 50% the minimum daily guarantee or mileage rate, whichever is greater.

(2) DOUBLE SHIFT equipment is staffed with two operators or crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the minimum daily guarantee as calculated at a. above (e.g., \$1000 daily rate x 165% = \$1650).

(3) Transport is considered released once the heavy equipment is delivered and unloaded at the incident, unless one of the following exceptions apply:

(i) If approved by the government, the contractor may keep the transport at the incident, after it has been released, at no additional cost to the government.

(ii) Incident may retain transport under hire for the sole purpose of transporting the heavy equipment that was originally ordered; the mileage rate or the minimum daily guarantee, whichever is greater will be paid until the transport is released. The decision to retain the transport must be documented on the shift ticket.

(iii) If transport is released after delivering the heavy equipment, payment will be made for the greater of the minimum daily guarantee or mileage for each calendar day the transport was under hire. Mileage will be paid based on round trip travel of transport calculated in accordance with D.6.5.2 and in compliance with D.21.8.1.2.

(4) If transport is retained by the incident for transporting other equipment, the company owning the transport must have a separate agreement awarded under the heavy equipment solicitation. The transport must be ordered with a separate resource order number, point of hire will be at the incident. At no time will the transport be paid more than once for a single day. See 21.8.1.1, 4, for payment of Transports (Stand Alone).

(d) Transports (Stand Alone) - ordered under a separate resource order number by Government to remain at the incident and transport other vendor's equipment (see D.2 - TRANSPORTS).

(1) 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.

(2) MINIMUM DAILY GUARANTEE - For any time under hire for at least 8 hours, the government will pay no less than the minimum daily guarantee, or the mileage rate, whichever is greater. If a resource is under hire for less than 8 hours during a calendar day, the amount earned for that day

will not be less than one-half the minimum daily guarantee, or the mileage rate, whichever is greater.

(3) MILEAGE - Payment shall be made for the mileage rate or minimum daily guarantee, whichever is greater.

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.21.8.4 -- Transport Exception. No further payment will accrue for the transport during any period that the heavy equipment 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 calculated in the same manner as the heavy equipment.

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 Contractor's 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 post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286)

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 -- The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of IROC), 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. The Contractor will be given a copy of all payment documents at the incident.

D.22 -- REPLACEMENT OF RESOURCES

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(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. The intent is for all requested changes to be submitted and accepted prior to the fire season. It is not the Governments intent to modify and have an open avenue for continuous changes to the agreements during the fire seasons.

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(b) Additional resources may not be added to the agreement unless an open season on boarding process is initiated during the annual roll over/CO review timeframe.

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

Provided as a separate attachment.

SECTION E - SOLICITATION PROVISIONS

E.1 - INSTRUCTIONS TO OFFERORS

52.212-1 -- Instructions to Offerors-Commercial Items (NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. See B.7 -- SUMMARY.

(c) 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.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offerors initial offer should contain the offerors 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.

(e) Unique entity identifier.(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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 FAR 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 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 for establishing the unique entity identifier.

(f) [Reserved]

(g) 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 offerors offer.

(2) The overall evaluated cost or price and technical rating of the successful and the 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 the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product 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 - INSTRUCTIONS FOR SUBMITTING TECHNICAL QUOTES.

INSTRUCTIONS FOR SUBMITTING TECHNICAL QUOTE:

The following information is for the preparation and submission of the technical portion of your quote.

The purpose of this section is to establish requirements for the format and content of the technical quote portion so that all VIPR I-BPA quotes contain required information and can be evaluated equitably. Offerors are instructed to read the entire solicitation document, including all attachments, prior to preparing and submitting your offer.

(1) Offerors shall note their technical quote will be evaluated, and a PASS/FAIL decision will be made based on the information received. The Government will rely only on the information provided by the Offerors to evaluate the operational acceptability of the equipment or resource. Omission of any information from the technical quote requirements may result in rejection of the offer.

(2) Offerors are expected to follow the detailed instructions carefully and submit the required information in the format and with the content specified, providing all required information.

(3) Failure to provide information in the format requested may be found unacceptable and may be rejected without further consideration if the Contracting Officer determines that a significant revision or addendum to the Offerors quote would be required to permit further evaluation.

(4) The required technical quote pictures and documents have been specifically tailored to allow the agency to determine the operational acceptability by validating the equipment or resource meet certain minimum requirements. This includes but is not limited to validating the resource exists, the VIN or serial number is accurate, the resource type is correct, and any claimed advantages or attributes are accurate.

Offerors are responsible for the accuracy of its quote. Completeness, clarity, and relevance of the technical quote are of utmost importance to the submission process. The quote submission shall be valid for one hundred and thirty (130) calendar days from the quote due date.

TECHNICAL QUOTE FORMAT AND SUBMISSION:

Offerors shall complete and submit all required Technical Evaluation pictures and documents in

the VIPR Vendor Application. Submission of Technical Evaluation information outside of the VIPR Vendor Application may result in your offer not being accepted. All required pictures and documents must be included in your quote by the closing date of the solicitation to be considered for an award. Resources that fail to provide required Technical Evaluation pictures and documents will not receive an award or be placed on a DPL and available for assignments.

Technical Quote pictures and documents must be included by the closing date of the solicitation to be considered for an award.

TECHNICAL QUOTE SUBMITTAL REQUIREMENTS FOR: HEAVY EQUIPMENT (DOZER, TRACTOR PLOW, EXCAVATOR AND TRANSPORT)

FACTOR 1: Demonstrate Resource Operational Acceptability per D.2 -- EQUIPMENT REQUIREMENTS

DOZER AND TRACTOR PLOW:

You must provide a minimum of eight (8) pictures/files of this resource to include:

- Four (4) pictures of the equipment. Include front, back, left, and right.
- One (1) picture of the equipment data plate with serial number clearly shown and readable.
- Completed and signed Equipment Certification document. The document can be found in the solicitation, and one must be submitted for each piece of equipment offered.
- Picture(s) clearly showing blade type (i.e., straight, angle with hydraulic tilt, PAT, etc.).
- Picture(s) clearly showing any attributes claimed. This includes picture(s) of the winch, ripper, and grapple.
- Tractor Plow Only: Picture(s) clearly showing plow configuration and type (i.e., standard pull behind, swing axle pull behind, rear tractor mounted).

EXCAVATOR:

You must provide a minimum of eight (8) pictures/files of this resource to include:

- Four (4) pictures of the equipment. Include front, back, left, and right.
- One (1) picture of the equipment data plate with serial number clearly shown and readable.
- Completed and signed Equipment Certification document. The document can be found in the solicitation, and one must be submitted for each piece of equipment offered.
- Picture(s) clearly showing hydraulic bucket with thumb.
- Picture(s) clearly showing any attributes claimed. This includes picture(s) of a clamshell bucket, dozer blade, or modifications to the equipment that demonstrate it qualifies as a steep ground excavator.

TRANSPORT:

You must provide a minimum of six (6) pictures/files of this resource to include:

- Four (4) pictures of resource. Include front, back, left, and right.
- One (1) picture of the trailer data plate with serial number clearly shown and readable.

-- One (1) picture of manufacturers gross trailer weight rating (GTWR) affixed to the trailer if not included on the trailer data plate.

E.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause that the Contracting Officer has indicated as being incorporated by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DEC 2022)

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.

E.3.1 -- WORKFORCE CERTIFICATION.

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract.

If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.

H-2B Workers: (<http://www.foreignlaborcert.doleta.gov/>)

_____ Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.

_____ Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

_____ Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.

_____ Company certifies it has a valid FLC certificate of registration. (Attach a copy of current

certification.) Authorization includes:

- _____ Transporting workers
- _____ Driving
- _____ Housing workers

Company has applied for a Certificate of Registration on _____ .

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a Certificate of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No. _____

Information about licensing requirements and procedures may be obtained from the following:
I, on behalf of said Company, certify to the above responses.

(Signature)/(Date)

(Printed Name)

(Printed Title)

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

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

TITLE
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 – Terms & Conditions for States
Exhibit I – Contractor Associations and Public Education Providers
Exhibit J – Advantages
Exhibit K – Not Applicable
Exhibit L – Geographic Area Map

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.

CBA – Choosing by Advantages

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
Indian Affairs General Collections
Attn: EERA Payments
PO Box 979136
St. Louis, MO 63197-9000

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

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 1995-0221 Revision No.: 59 Date Of Last Revision: 12/27/2022
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	With certain exceptions, Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	With certain exceptions, Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$12.15 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 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at 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

01000 - Administrative Support And Clerical Occupations

01613 - Word Processor III

Alaska	22.47
Continental U.S.	22.47
Hawaii and American Samoa	22.21
05000 - Automotive Service Occupations	
05190 - Motor Vehicle Mechanic	
Alaska	31.73
Hawaii and American Samoa	21.07
Midwestern Region	25.04
Northeast Region	23.50
Southern Region	21.90
Western Region	25.34
05220 - Motor Vehicle Mechanic Helper	
Alaska	22.95
Hawaii and American Samoa	16.22
Midwestern Region	16.23
Northeast Region	18.31
Southern Region	14.12***
Western Region	17.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	19.06
Hawaii and American Samoa	19.03
Midwestern Region	15.98***
Northeast Region	18.12
Southern Region	13.04***
Western Region	19.89
07041 - Cook I	
Alaska	16.43
Hawaii and American Samoa	16.02***
Midwestern Region	11.74***
Northeast Region	14.66***
Southern Region	11.17***
Western Region	13.38***
07042 - Cook II	
Alaska	18.92
Hawaii and American Samoa	17.89
Midwestern Region	13.24***
Northeast Region	16.51
Southern Region	12.60***
Western Region	15.10***
07070 - Dishwasher	
Alaska	14.06***
Hawaii and American Samoa	15.39***
Midwestern Region	9.50***
Northeast Region	10.19***
Southern Region	9.88***
Western Region	10.25***
07130 - Food Service Worker	
Alaska	14.35***
Hawaii and American Samoa	14.26***
Midwestern Region	11.21***
Northeast Region	13.44***
Southern Region	10.62***
Western Region	11.66***
07210 - Meat Cutter	
Alaska	23.39
Hawaii and American Samoa	22.71
Midwestern Region	19.71

Northeast Region	22.95
Southern Region	16.45
Western Region	21.53
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	27.43
Continental U.S.	19.98
Hawaii and American Samoa	22.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	26.34
Hawaii and American Samoa	20.52
Midwestern Region	18.94
Northeast Region	18.50
Southern Region	15.66***
Western Region	20.25
21150 - Stock Clerk	
Alaska	17.01
Hawaii and American Samoa	13.42***
Midwestern Region	15.04***
Northeast Region	14.84***
Southern Region	14.41***
Western Region	15.24***
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	33.41
Continental U.S.	34.36
Hawaii and American Samoa	34.53
23022 - Aircraft Mechanic II	
Alaska	34.68
Continental U.S.	35.25
Hawaii and American Samoa	35.94
23023 - Aircraft Mechanic III	
Alaska	36.59
Continental U.S.	36.84
Hawaii and American Samoa	37.71
23040 - Aircraft Mechanic Helper	
Alaska	26.20
Continental U.S.	25.84
Hawaii and American Samoa	24.93
23060 - Aircraft Servicer	
Alaska	29.27
Continental U.S.	29.47
Hawaii and American Samoa	28.94
23160 - Electrician, Maintenance	
Alaska	37.70
Hawaii and American Samoa	32.50
Midwestern Region	28.31
Northeast Region	30.36
Southern Region	24.21
Western Region	28.92
23440 - Heavy Equipment Operator	
Alaska	30.85
Hawaii and American Samoa	21.95
Midwestern Region	25.04
Northeast Region	23.50
Southern Region	21.90
Western Region	25.33

23470 - Laborer	
Alaska	18.72
Hawaii and American Samoa	18.17
Midwestern Region	15.24***
Northeast Region	15.35***
Southern Region	12.40***
Western Region	14.39***
23530 - Machinery Maintenance Mechanic	
Alaska	35.20
Hawaii and American Samoa	34.73
Midwestern Region	21.71
Northeast Region	22.71
Southern Region	17.20
Western Region	21.54
23580 - Maintenance Trades Helper	
Alaska	25.73
Hawaii and American Samoa	19.84
Midwestern Region	20.44
Northeast Region	19.08
Southern Region	17.19
Western Region	17.73
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	14.25***
Hawaii and American Samoa	11.62***
Midwestern Region	9.30***
Northeast Region	9.80***
Southern Region	9.30***
Western Region	9.80***
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	27.60
Hawaii and American Samoa	26.25
Mid Western Region	24.52
Northeast Region	22.70
Southern Region	24.95
Western Region	23.32
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	25.88
Hawaii and American Samoa	16.81
Midwestern Region: 1 1/2 to 4 tons	21.33
Midwestern Region: over 4 tons	22.31
Midwestern Region: under 1 1/2 tons	15.97***
Northeast Region: 1 1/2 to 4 tons	21.86
Northeast Region: over 4 tons	22.81
Northeast Region: under 1 1/2 tons	16.96
Southern Region: 1 1/2 to 4 tons	19.47
Southern Region: over 4 tons	20.21
Southern Region: under 1 1/2 tons	10.86***
Western Region: 1 1/2 to 4 tons	20.08
Western Region: over 4 tons	20.65
Western Region: under 1 1/2 tons	12.63***
31361 - Truckdriver, Light	
Alaska	24.23
Hawaii and American Samoa	13.27***
Midwestern Region	15.97***
Northeast Region	16.96

Southern Region	10.86***
Western Region	12.63***
31362 - Truckdriver, Medium	
Alaska	26.23
Hawaii and American Samoa	16.79
Midwestern Region	21.33
Northeast Region	21.90
Southern Region	19.42
Western Region	20.08
31363 - Truckdriver, Heavy	
Alaska	27.72
Hawaii and American Samoa	18.33
Midwestern Region	22.31
Northeast Region	22.81
Southern Region	20.21
Western Region	21.40
31364 - Truckdriver, Tractor-Trailer	
Alaska	29.21
Hawaii and American Samoa	18.56
Midwestern Region	26.51
Northeast Region	22.97
Southern Region	21.22
Western Region	21.84
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook Baker/Assistant Cook	
Alaska	18.85
Hawaii and American Samoa	17.89
Midwestern Region	13.24***
Northeast Region	16.51
Southern Region	12.59***
Western Region	15.10***
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	23.42
Hawaii and American Samoa	24.06
Midwestern Region	21.08
Northeast Region	22.28
Southern Region	23.09
Western Region	21.24
(not set) - Quality Assurance Representative II	
Alaska	30.64
Hawaii and American Samoa	28.60
Midwestern Region	26.00
Northeast Region	27.65
Southern Region	24.42
Western Region	25.75
(not set) - Quality Assurance Representative III	
Alaska	32.60
Hawaii and American Samoa	31.14
Midwestern Region	30.61
Northeast Region	32.53
Southern Region	28.88
Western Region	30.88
(not set) - Chief Cook	
Alaska	25.04
Hawaii and American Samoa	30.01
Midwestern Region	22.07

Northeast Region	26.72
Southern Region	20.23
Western Region	24.59
(not set) - Environmental Protection Specialist	
Alaska	39.49
Hawaii and American Samoa	36.52
Midwestern Region	33.22
Northeast Region	39.85
Southern Region	33.83
Western Region	34.98
(not set) - Fire Safety Professional	
Alaska	39.47
Hawaii and American Samoa	36.56
Midwestern Region	33.22
Northeast Region	39.85
Southern Region	33.83
Western Region	34.98
(not set) - Aircraft Quality Control Inspector	
Alaska	34.94
Continental U.S.	35.93
Hawaii and American Samoa	36.13
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	13.84***
Hawaii and American Samoa	12.80***
Midwestern Region	11.82***
Northeast Region	13.49***
Southern Region	9.30***
Western Region	11.51***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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): \$2.04 per hour, up to 40 hours per week, or \$81.60 per week, or \$353.60 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 \$4.80 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.65 per hour, up to 40 hours per week, or \$66.00 per week, or \$286.00 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, up to 40 hours per week. *

*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, dying, 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

CONTRACTOR PERFORMANCE RATING (May 2020)			
Contractor/Company Name	Resource Type and Equipment ID (Engine/Dozer/Water Tender/etc.)	Fire Name and Number	
Agreement Number		Equipment Resource Order #	Dates covered by this evaluation
Contracting Officer Name			
Evaluation Form Instruction: The intent of this form is to communicate information from the incident to contracting officers, contracting officer representatives and administrators. Please ensure that contact information is correct and LEGIBLE so that follow up communication is possible, when needed. This form is available for use by any government representative that interacts with vendors (IE: fire line supervisors, dispatchers, finance sections, inspectors, etc.)			
In Summary: ✓ Check either SATISFACTORY or UNSATISFACTORY for each question. ✓ Use the space allowed to provide a short synopsis or bullet-points, as needed. A narrative/justification is not necessary for vendors that were rated Satisfactory in all categories on this evaluation. Additional pages can be used as need.			
Quality of Service: Was the Vendor's <i>Quality of Service</i> (knowledge of the job, physical condition of personnel, attitude, decisions under stress, initiative, use of safe practices, crew organization, performance of resource, equipment organization/reliability, and supervisory performance) satisfactory on this incident? <div style="text-align: center;"> <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY </div>			
Narrative/justification:			
Timeliness: Did the Contractor arrive when instructed and complete assigned work in a timely and satisfactory manner while on the incident? <div style="text-align: center;"> <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY </div>			
Narrative/justification:			
Business Relations: Did the Contractor complete administrative work as required (IE: check in, finance and demob) and conduct themselves in a professional and satisfactory manner while on the incident? <div style="text-align: center;"> <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY </div>			
Narrative/justification:			
Rated by (Government signature):		Home Unit Phone Number and Address:	
Printed Name / Position on Incident:		Date:	
Contractor Comments:			
Resource Operator/Lead (Signature):		Printed Name: Phone Number:	
		Date:	

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, 2nd 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

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, 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

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

EMERGENCY EQUIPMENT SHIFT TICKET				
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.				E-16
1. AGREEMENT NUMBER 54-04R4-2-4567		2. CONTRACTOR (name) Jones Equipment		
3. INCIDENT OR PROJECT NAME LOST CREEK		4. INCIDENT NUMBER WIF-2-061		5. OPERATOR (name) PAUL JONES
6. EQUIPMENT MAKE Caterpillar		7. EQUIPMENT MODEL Dozer, D6C		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT
9. SERIAL NUMBER 47A89876		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.) Paul Jones - Operator
	START	STOP	HOURS/DAYS/MILES(circle one) WORK SPECIAL	
09/15/07	0600	1800	12	
				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 Paul L. Jones, - Owner			18. GOVERNMENT OFFICER'S SIGNATURE SAMUAL JONES - DIV SUP.	19. DATE SIGNED 09/15/07

EXHIBIT H - GEOGRAPHIC AREA TERMS AND CONDITIONS

EXHIBIT H

STANDARD TERMS AND CONDITIONS

ALL REGION 6 VENDORS ARE REQUIRED TO SELF-STATUS THEIR RESOURCE(S) IN IROC, FORMERLY KNOWN AS RESOURCE ORDERING STATUS SYSTEM (ROSS). To access IROC, 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://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd1002873.pdf.

A

Vendor Web Status Module (Video) can be found at the following link:

https://iroc.nwcg.gov/kb_view.do?sysparm_article=KB0010252

By accepting a dispatch/order to a non-Federal incident, the vendor is accepting the additional terms and conditions as required by the hosting agency, to include any state forestry entity.

Agreement rates at time of dispatch stand and will not be re-negotiated based on host agency or location. State payment POCs for invoices and state forestry-specific requirements for payments will be posted on the VIPR website:

https://www.fs.usda.gov/business/incident/solicitations.php?tab=tab_d .

HANDS ON INSPECTION

(a) The Government may perform hands on Inspections of randomly selected resources prior to ranking the dispatch priority lists to ensure compliance with the equipment requirements in Section D.2. Region 6, in which the resource is assigned, based on the Host Dispatch Center selected, will notify the resource if it has been selected for Inspection. The notification will include information such as: the inspection requirements/checklist, Regional Contract Operations Point of Contact (POC), and inspection schedule/process. Further information and details will be provided following quote submittal and closing of the solicitation. Copies of the Inspection results will be provided to the vendor and Region 6 Contract Operations POC. Information on the resource advantages obtained during the Inspection will be used for the process of ranking the resource on the dispatch priority list, if applicable. Inspections are necessary for the Government to determine Agreement compliance. Costs associated with the Inspection are considered incidental costs to the Vendor and will not be paid by the Government regardless of whether any orders are placed under the vendor's agreement (i.e., I-BPA). Resources that do not pass inspection may be allowed one reinspection.

(b) If selected for an Inspection the resource must complete and pass the Inspection by the closing date for inspections as specified by the Regional Contract Operations contact or the resource will not receive an award and will not be placed on a dispatch priority list during the first operational year of the solicitation (Calendar Year (CY) 2023). If the resource is selected for an Inspection but fails to pass the Inspection in CY2023 it will be able to be reinspected during an annual review in approximately spring of 2024.

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

Training can be obtained from Region 1 or Region 6 accepted MOU Training Providers.

<https://www.fs.usda.gov/detail/r6/workingtogether/contracting/?cid=fseprd891037>

If training has been taken from other entities or in other Regions where formal agreements are in place with the US Forest Service for that entity to train vendor owned resources those can be accepted after the certificates have been vetted through the PNWCG Training Committee.

Training taken by providers not listed on the Region 6 Contract Operations website will cause the resource to become noncompliant during the pre-use inspection.

REGION 6 MOU RECORDS VERIFICATION PROVIDERS:

Records verification is required for all employees whose positions require additional training beyond RT-130. Employees who only require RT-130 are not required to have their records verified.

It is the Vendors responsibility to select/contact a Records Verification Provider and make arrangements for training records verification. Vendors must pay for the cost for this service. Cost will not be posted, therefore, you will need to make contact with the inspection provider to determine pricing.

Region 6 MOU Records Verification Providers - <https://www.fs.usda.gov/detailfull/r6/fire-aviation/?cid=fseprd889618&width=full>

Employees records must be validated in accordance to PMS 310-1. Purpose is to evaluate wildland fire ICS position standards, qualification and currency requirements sufficient to accurately determine wildland fire personnel positions qualification. FFT2 records must be verified by a MOU Provider.

Incident Identification Qualification Cards shall be signed by the MOU Provider before any employee is eligible to accept any wildland fire assignment. All personnel must have a valid incident card when accepting an assignment. Without this validation for employees, it could result in release of equipment/resource at the incident and therefore travel to and from the incident

would not be paid. Region 6 Forest Service Contract Operations will not Validate/Approve any employees records.

OREGON STATE DEPARTMENT OF FORESTRY

(State of Oregon Fires Only)

I. Terms and Conditions

1. AVAILABILITY OF FUNDS.

CONTRACTOR understands and agrees that ODFS payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent on ODF receiving from the Oregon Legislative Assembly appropriations, limitations, allotments or other expenditure authority sufficient to allow ODF, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. ODF will only pay for completed work that is accepted by ODF.

2. CONTRACTOR'S STATUS.

The services to be performed under this Agreement are those of an independent CONTRACTOR. CONTRACTOR is not an officer, employee or agent of the State of Oregon as those terms are used in ORS 30.265. CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payments paid to CONTRACTOR under this Agreement and, unless CONTRACTOR is subject to backup withholding, ODF will not withhold from such compensation or payments any amount(s) to cover CONTRACTOR'S federal or state tax obligations.

CONTRACTOR is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Agreement.

CONTRACTOR will not be eligible for any federal social security, unemployment insurance, workers' compensation or Public Employees' Retirement System benefits from this Agreements payments, except as a self-employed individual. CONTRACTOR certifies that (i) it is not an employee of the State of Oregon; (ii) if CONTRACTOR is currently performing work for State of Oregon or the federal GOVERNMENT, CONTRACTOR's work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of CONTRACTOR's employing agency (state or federal) would prohibit CONTRACTOR's work under this Agreement; and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal GOVERNMENT.

3. INDEMNIFICATION.

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

4. COMPLIANCE WITH APPLICABLE LAW.

CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. ODF's performance under this Agreement is conditioned upon CONTRACTOR'S compliance with in ORS 279.312, 279.314, 279.316, 279.320, and 279.555 which are hereby incorporated by reference. In the performance of services

under this Agreement, CONTRACTOR shall use recycled and recyclable products to the maximum extent economically feasible.

5. FORCE MAJEURE.

Neither ODF nor CONTRACTOR shall be held responsible for delay or default caused by riot, acts of God, war, or any other like cause which is beyond the party's reasonable control. CONTRACTOR shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODF may terminate this Agreement upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Agreement.

6. AWARD TO FOREIGN CONTRACTOR.

If the amount of this Agreement exceeds \$10,000 and if CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, CONTRACTOR shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this Agreement. ODF shall withhold final payment under this Agreement until CONTRACTOR has met this requirement.

7. SEVERABILITY.

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

8. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") ODF CONTRACTOR that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9. DISPATCH PRIORITY LIST.

ODF 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); ONLY when ODF is the jurisdictional/paying agency.

II. Insurance

During the term of this Agreement, CONTRACTOR shall maintain in force at its own expense, each insurance noted below. For further information on coverage and providers, CONTRACTOR is directed to contact Oregon Workers' Compensation Division, Employer Compliance Unit at 503-947-7815.

1. Notice of Cancellation or Change.

No insurance required under this Agreement may be canceled or materially changed, without 30 days prior written notice to ODF. All employers, including CONTRACTOR, that employ subject workers, as defined in ORS 656.207 shall comply with ORS 656.017 and shall provide workers compensation coverage for those workers, unless they meet the requirements for an exemption

under ORS 656.126(2). CONTRACTOR shall require and ensure that each of its subcontractors complies with these requirements.

2. Comprehensive or Commercial General Liability.

CONTRACTOR shall obtain, at CONTRACTOR'S expense, and keep in effect during the terms of this Agreement, Comprehensive or Commercial General Liability insurance covering personal injury and with property damage, with extended coverage endorsement from an authorized insurance company authorized to do business in the State of Oregon. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement plus products/completed operations liability.

Description

Each Occurrence

General Aggregate

CGL

\$1,000,000

\$2,000,000

3. Automobile Liability.

CONTRACTOR shall obtain, at CONTRACTOR'S expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance. This coverage may be provided by combining the Automobile Liability Insurance with the Comprehensive or Commercial General Liability Insurance.

Description

Each Occurrence

Automobile Liability

\$1,000,000

4. Additional Insured.

The insurance coverage certificate(s) required for performance of this Agreement, except Workers' Compensation, shall name the STATE OF OREGON, the Board of Forestry, the Department of Forestry and their officers, divisions, agents, employees and members as additional insured with respect to the activities performed under this Agreement.

5. Certificate of Insurance.

As evidence of the insurance coverage required by this Agreement, CONTRACTOR shall maintain and submit proof of current insurance upon request to; ODF Contract Officer, located in Salem, Oregon, using form attached here. The certificates shall specify parties who are Additional Insured or Loss Payees and certificate of insurance must meet the requirements of this Agreement.

Certificates should be mailed to: Oregon Department of Forestry, Contract Manager Bldg. D, 2600 State Street, Salem OR 97310.

EXHIBIT H COMPENSATION

(Oregon Department of Forestry Fires Only)

I. COMPENSATION.

Oregon Department of Forestry (ODF) shall pay CONTRACTOR for services in accordance with the scheduled Bid Rate stated in Section I of this Agreement and in accordance with the terms and conditions of this Agreement. Time shall start to accrue upon departure from the Dispatch Location to each ODF fire assignment, allowing for reasonable travel time to appointed destination. The

rate under this Agreement includes all payments for FICA, Unemployment and Workers' Compensation, Bonding and Liability Insurance and any other costs CONTRACTOR might incur. Payment shall be made no later than forty-five (45) days after receipt and approval of CONTRACTORS invoice by ODF. For purposes of this Section, an invoice is approved when the accuracy of the invoice is agreed upon by both ODF and CONTRACTOR.

CONTRACTOR'S time records will be subject to audit by ODF before payments are made.

II. METHOD OF PAYMENT.

Lump-sum payment will normally be processed at the end of the incident once complete documentation is received and verified by the host District. The documents will be audited for accuracy before payment is made (shift tickets, OF-286, rate of pay by agreement, and w-9 if needed). In the event that no OF-286 is provided a contractor invoice may be used in place of the OF-286. The State of Oregon under the (Oregon Accounting Manual) has up to 45 day to process payment once an invoice is received, audited and corrected if needed.)

III. DEPARTMENT OF FORESTRY BILLING ADDRESSES.

For obtaining payment from ODF, CONTRACTOR may be requested to send billing invoice to the appropriate District office listed below:

Forest Grove District

801 Gales Creek Rd

Forest Grove OR 97116-1199

(503) 357-2191

Southwest Oregon District

5286 Table Rock Road

Central Point OR 97502

(541) 664-3328

Western Lane District

PO Box 157

Veneta OR 97487-0157

(541) 935-2283

Tillamook District

5005 Third Street

Tillamook OR 97141-2999

(503) 842-2545

Coos District

63612 Fifth Rd

Coos Bay OR 97420

(541) 267-4136

Northeast Oregon District

611 20th Street

La Grande OR 97850

(541) 963-3168

Astoria District

92219 Hwy 202

Astoria OR 97103
(503) 325-5451
Coos FPA
63612 Fifth Rd
Coos Bay OR 97420
(541) 267-3161
Central Oregon District
PO Box 670
Prineville OR 97754
(541) 447-5658
North Cascade District
22965 North Fork Road SE
Lyons OR 97358
(503) 859-2151
Douglas FPA
1758 NE Airport Road
Roseburg, OR 97470-1499
(541) 672-6507
Klamath-Lake District
3200 DeLap Rd
Klamath Falls OR 97601
(541) 883-5681
West Oregon District
24533 Alsea Hwy
Philomath OR 97370
(541) 929-3266
South Cascade District
3150 Main St.
Springfield OR 97478
(541) 726-3588
Walker Range Fire Patrol
PO Box 665
Gilchrist OR 97737
(541) 433-2451

****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.

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); ONLY when DNR is the jurisdictional/paying agency.

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) 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.

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 IROC as soon as possible when no longer needed at a wildfire incident.

3.01 TRAINING/EXPERIENCE: Follow Federal terms and conditions.

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: Follow Federal terms and conditions.

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 complete the Vendor Payee Registration form with the Office of Financial Management (OFM) those forms can be found here. DNR cannot make payments unless you have completed this registration. 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: Follow Federal terms and conditions.

9.01 TIME RECORDING: Follow Federal terms and conditions.

10.01 TIME UNDER HIRE: Follow Federal terms and conditions.

11.01 ON SHIFT: Follow Federal terms and conditions.

12.01 DAILY RATE: Follow Federal terms and conditions.

13.01 SEVERITY/STANDBY: Follow Federal terms and conditions.

14.01 HEAVY EQUIPMENT AND TRANSPORTS: Follow Federal terms and conditions.

15.01 REMAIN OVERNIGHT ALLOWANCE (RON): Follow Federal terms and conditions.

(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.

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: Follow Federal terms and conditions.

19.01 NON-DISCRIMINATION: Follow Federal terms and conditions.

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: Follow Federal terms and conditions.

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 party's (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 requester's 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: Follow Federal terms and conditions.

26.01 HARASSMENT: Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:
https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

27.01 WAIVER: Follow Federal terms and conditions.

28.01 ASSIGNABILITY: Follow Federal terms and conditions.

29.01 ENTIRE TERMS AND CONDITIONS: Follow Federal terms and conditions.

30.01 VIPR AGREEMENT THIRD PARTY RIGHTS: Follow Federal terms and conditions.

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.

(a) By accepting a dispatch/order to a non-Federal incident, the vendor is accepting the additional terms and conditions as required by the hosting agency, to include any state forestry entity. Agreement rates at time of dispatch stand and will not be re-negotiated based on host agency or location. State payment POCs for invoices and state forestry-specific requirements for payments will be posted on the VIPR website: https://www.fs.usda.gov/business/incident/state-contacts-requirements.php?tab=tab_c

Zone Supplement to D.1 -- SCOPE OF AGREEMENT "The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement." To provide further clarification of this at-incident VIPR agreement administration role, the Contractor will be assigned an immediate Government representative that will administer the aspects of the agreement to include,

- (1) Verifying that the contractor performs the requirements of the contract in accordance with the contract terms, conditions and specifications
- (2) Maintain liaison and direct communications with the contractor during entire fire assignment
- (3) Monitor the contractor's performance, notify the contractor of deficiencies observed during surveillance, and direct appropriate action to effect correction
- (4) Review and sign daily all Shift Tickets (OF-297)
- (5) Fill out, discuss with Contractor, and sign any necessary performance reviews on the provided VIPR Performance Review Form in an effort to document performance that may have been outstanding in nature or requires Contractor improvement. Please note, Performance Reviews are not required to be submitted to the signing Contracting Officer for every fire assignment unless performance clearly needs to be addressed.

Mobilization Guide: <https://www.nifc.gov/nicc/mobguide/index.html>

Dispatch Center POCs: <https://www.nifc.gov/nicc/>

(b) Open Season On-Ramping. If permissible, the USFS will determine whether it would be in the Government's best interest to initiate an open season on-ramping process each year during the annual Contracting Officer's review period. This may be done in response to Fire and Aviation Management program office needs, competition levels, or other factors. When initiated by the Regional program offices, the open season on-ramping process would allow additional contractor awards and an opportunity for current awardees to add new resources to their agreements.

(c) Implementation of on-ramping would be subject to the following conditions:

- (1) An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action.

- (2) An open season solicitation is issued under current Federal procurement law.
- (3) Any Offeror already possessing an agreement will automatically be given an opportunity to submit new resources as part of the CO annual review and roll over modification process. All proposed resources are subject to the original award criteria.
- (4) Any new Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a quote through the VIPR system in response to the solicitation.
- (5) The award decision under the open season solicitation is based upon the same evaluation factors/sub-factors as the original solicitation.
- (6) A new Offerors quote must meet all of the Acceptability Pass/Fail Criteria of the original solicitation.
- (7) The terms and conditions of any resulting new IBPA awards are identical to the original awards and solicitation, to include period of performance.
- (8) Immediately upon on-ramping and at conclusion of the CO annual review/roll over modification period, any additional Contractors or accepted new resources to existing agreements are eligible to receive dispatches/BPA Calls with the same ordering procedures as listed within the agreement. .

EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

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Insert information on sources of training in your Geographic Area here.

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Local fire departments and Federal agencies provide training opportunities. Contact closest dispatch center for further details at <https://www.nifc.gov/nicc/>. Community colleges and recreation centers hold training depending on location. Various Wildland Fire Academies also provide training. State fire training POCs can be found here: <https://www.usfa.fema.gov/pocs/>.

EXHIBIT J – ADVANTAGES

Type 3 and 4 Dozer/Tractor Plow

<u>Factors</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Blade Type	Straight/U Blade no hydraulic tilt	100	1	100
	Angle no hydraulic tilt	140		140
	Straight/U Blade with hydraulic tilt	150		150
	Angle with hydraulic tilt	160		160
	6-Way Hydraulic (PAT)	200		200

Type 1 and 2 Dozer/Tractor Plow

<u>Factors</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Blade Type	Straight/U Blade no hydraulic tilt	160	1	160
	Angle no hydraulic tilt	172		172
	Straight/U Blade with hydraulic tilt	180		180
	Angle with hydraulic tilt	184		184
	6-Way Hydraulic (PAT)	200		200

EXHIBIT K –DATA SHEETS

DOZER

Manufacturer Name	Equipment			Model	Horse Power	Weight	Equipment Class
Case	Dozer	Track		450C	63	11,549	T-3
Case	Dozer	Track		550	67	13,200	T-3
Case	Dozer	Track		550 LGP	67	13,400	T-3
Case	Dozer	Track		550E	67	13,438	T-3
Case	Dozer	Track		550G	67	14,138	T-3
Case	Dozer	Track		550H LGP LT	67	14,317	T-3
Case	Dozer	Track		550H WT	67	14,600	T-3
Case	Dozer	Track		550E LGP	67	14,734	T-3
Case	Dozer	Track		550G LGP	67	14,934	T-3
Case	Dozer	Track		550H LGP	67	14,960	T-3
Caterpillar	Dozer	Track		D3C Series II	70	15,159	T-3
Caterpillar	Dozer	Track		D3C III XL HYSTAT	70	16,103	T-3
Caterpillar	Dozer	Track		D3C III HYSTAT	70	16,680	T-3
Caterpillar	Dozer	Track		D3C LGP Series II	70	16,745	T-3
Caterpillar	Dozer	Track		D3C III LGP HYSTAT	70	17,004	T-3
Caterpillar	Dozer	Track		D3CS LGP Series II	70	21,663	T-3
Deere	Dozer	Track		450H	70	15,000	T-3
Deere	Dozer	Track		450G	70	15,266	T-3
Deere	Dozer	Track		540H LT	70	15,500	T-3
Dresser (International)	Dozer	Track		TD7G	70	13,987	T-3
Dresser (International)	Dozer	Track		TD7H	70	15,900	T-3
Caterpillar	Dozer	Track		D3C Series III	71	15,518	T-3
Caterpillar	Dozer	Track		D3C Series III XL	71	15,941	T-3
Caterpillar	Dozer	Track		D3C Series III LGP	71	16,842	T-3
Deere	Dozer	Track		540H LGP	74	16,500	T-3
Case	Dozer	Track		650H LT	75	16,091	T-3
Case	Dozer	Track		650H WT	75	16,800	T-3
Komatsu	Dozer	Track		D31PX-21	75	17,130	T-3
Case	Dozer	Track		650E	80	15,480	T-3
Case	Dozer	Track		650	80	15,700	T-3
Case	Dozer	Track		650G	80	15,909	T-3
Caterpillar	Dozer	Track		D4C III HYSTAT	80	16,150	T-3
Caterpillar	Dozer	Track		D4C Series II	80	16,383	T-3
Caterpillar	Dozer	Track		D4C III XL HYSTAT	80	16,573	T-3
Caterpillar	Dozer	Track		D4C III LGP HYSTAT	80	17,163	T-3
Caterpillar	Dozer	Track		D4C LGP Series II	80	17,279	T-3
Deere	Dozer	Track		550G	80	16,641	T-3
Deere	Dozer	Track		550H LT	80	16,800	T-3
Dresser (International)	Dozer	Track		TD8H	80	16,764	T-3

Dresser (International)	Dozer	Track		TD8G	80	17,147	T-3
Caterpillar	Dozer	Track		D4C Series III	81	16,019	T-3
Caterpillar	Dozer	Track		D4C Series III XL	81	16,442	T-3
Caterpillar	Dozer	Track		D4C Series III LGP	81	17,032	T-3
Case	Dozer	Track		850D	82	17,158	T-3
Case	Dozer	Track		850D LGP	82	19,177	T-3
Deere	Dozer	Track		550H LGP	84	17,500	T-3
Komatsu	Dozer	Track		D37PX-21	85	17,130	T-3
Case	Dozer	Track		850E	89	16,800	T-3
Case	Dozer	Track		850G	89	17,100	T-3
Case	Dozer	Track		850E LGP	89	17,325	T-3
Case	Dozer	Track		850G LGP	89	18,450	T-3
Caterpillar	Dozer	Track		D5C III HYSTAT	90	18,711	T-3
Caterpillar	Dozer	Track		D5C	90	19,128	T-3
Caterpillar	Dozer	Track		D5C III XL HYSTAT	90	19,447	T-3
Caterpillar	Dozer	Track		D5C III LGP HYSTAT	90	19,780	T-3
Caterpillar	Dozer	Track		D5C LGP	90	19,800	T-3
Caterpillar	Dozer	Track		D4H LGP Series II	90	24,085	T-3
Caterpillar	Dozer	Track	Cable	D4H Series II	90	26,910	T-3
Caterpillar	Dozer	Track	Grapple	D4H Series II	90	31,400	T-3
Deere	Dozer	Track		650H LT	90	18,500	T-3
Deere	Dozer	Track		650G	90	18,760	T-3
Deere	Dozer	Track		650H LGP	90	19,100	T-3
Dresser (International)	Dozer	Track		TD9H	90	18,970	T-3
Case	Dozer	Track		850H LT	91	17,915	T-3
Case	Dozer	Track		850H WT	91	18,700	T-3
Case	Dozer	Track		850H LGP	91	19,209	T-3
Caterpillar	Dozer	Track		D5C Series III	91	18,150	T-3
Caterpillar	Dozer	Track		D5C Series III XL	91	18,600	T-3
Caterpillar	Dozer	Track		D5C Series III LGP	91	19,256	T-3
Caterpillar	Dozer	Track		D4H Series II	95	22,408	T-3
Komatsu	Dozer	Track		D39PX-21	95	19,620	T-3
Caterpillar	Dozer	Track		D3C SA	101	15,019	T-2
Caterpillar	Dozer	Track		D4H XL Series III	105	23,513	T-2
Caterpillar	Dozer	Track		D4H LGP Series III	105	26,739	T-2
Caterpillar	Dozer	Track	Cable	D4H Series III	105	27,010	T-2
Caterpillar	Dozer	Track	Grapple	D4H Series III	105	31,400	T-2
Caterpillar	Dozer	Track		D5M XL	110	27,006	T-2
Caterpillar	Dozer	Track		D5M LGP	110	28,800	T-2
Dresser (International)	Dozer	Track		TD12	110	24,350	T-2
Komatsu	Dozer	Track		D41P-6C	110	25,480	T-2
Case	Dozer	Track		1150E	113	24,165	T-2
Case	Dozer	Track		1150E LGP	113	26,154	T-2
Case	Dozer	Track		1150G	119	25,300	T-2
Case	Dozer	Track		1150H LT	119	25,300	T-2

Case	Dozer	Track		1150H WT	119	26,400	T-2
Case	Dozer	Track		1150H LGP	119	27,060	T-2
Case	Dozer	Track		1150G LGP	119	27,060	T-2
Caterpillar	Dozer	Track		D5H Series II	120	27,831	T-2
Caterpillar	Dozer	Track	Cable	D5H Series II	120	33,880	T-2
Caterpillar	Dozer	Track	Grapple	D5H Series II	120	38,050	T-2
Deere	Dozer	Track		750B	120	29,055	T-2
Dresser (International)	Dozer	Track		TD12C	125	28,497	T-2
Dresser (International)	Dozer	Track		TD12 LGP	125	28,586	T-2
Dresser (International)	Dozer	Track		TD12C LGP	125	32,605	T-2
Caterpillar	Dozer	Track		D5H XL Series II	130	30,830	T-2
Caterpillar	Dozer	Track		D5H LGP Series II	130	32,890	T-2
Caterpillar	Dozer	Track		D6D	140	33,011	T-2
Caterpillar	Dozer	Track		D6M XL	140	33,258	T-2
Caterpillar	Dozer	Track		D6M LGP	140	36,455	T-2
Deere	Dozer	Track		750B LGP	140	31,300	T-2
Deere	Dozer	Track		750C	140	31,712	T-2
Deere	Dozer	Track		750C Series II LT	140	31,712	T-2
Deere	Dozer	Track		750C LGP	140	33,324	T-2
Deere	Dozer	Track		750C Series II WT	140	33,324	T-2
Deere	Dozer	Track		750B LT	140	34,834	T-2
Deere	Dozer	Track		750C Series II LGP	140	36,576	T-2
Dresser (International)	Dozer	Track		TD15C	140	32,975	T-2
Dresser (International)	Dozer	Track		TD15C LGP	140	37,980	T-2
Dresser (International)	Dozer	Track		TD12C XP	142	32,866	T-2
Case	Dozer	Track		1550	150	27,937	T-2
Case	Dozer	Track		1550 LGP	150	30,500	T-2
Caterpillar	Dozer	Track	Cable	527CA	150	40,727	T-2
Caterpillar	Dozer	Track	Grapple	527GR	150	47,250	T-2
Caterpillar	Dozer	Track		D6E	155	33,868	T-2
Komatsu	Dozer	Track		D61PX-15	155	39,990	T-2
Timberjack	Dozer	Track	Grapple	480 BT	161	52,500	T-2
Caterpillar	Dozer	Track		D6D SA	165	29,407	T-2
Caterpillar	Dozer	Track		D6H Series II	165	39,676	T-2
Caterpillar	Dozer	Track		D6R	165	39,700	T-2
Caterpillar	Dozer	Track		D6H DS Series II	165	39,938	T-2
Caterpillar	Dozer	Track		D6R DS	165	40,100	T-2
Caterpillar	Dozer	Track		D6H LGP Series II	165	45,163	T-2
Caterpillar	Dozer	Track		D6H DS LGP Series II	165	45,415	T-2
Deere	Dozer	Track		850B	165	36,730	T-2
Deere	Dozer	Track		850B LT	165	38,601	T-2
Deere	Dozer	Track		850B LGP	165	43,549	T-2
Dresser (International)	Dozer	Track		TD15E	175	37,650	T-2
Dresser (International)	Dozer	Track		TD15E LGP	175	40,560	T-2
Caterpillar	Dozer	Track		D6R LGP	185	45,200	T-2

Caterpillar	Dozer	Track		D6R DS LGP	185	45,600	T-2
Deere	Dozer	Track		850C	185	40,155	T-2
Deere	Dozer	Track		850C Series II WT	185	41,070	T-2
Deere	Dozer	Track		850C Series II LT	185	41,154	T-2
Deere	Dozer	Track		850C LGP	185	42,691	T-2
Deere	Dozer	Track		850C Series II LGP	185	42,698	T-2
Caterpillar	Dozer	Track		D7G	200	44,600	T-1
Komatsu	Dozer	Track		D65XP-15	205	46,610	T-1
Caterpillar	Dozer	Track		D7H Series II	215	54,511	T-1
Caterpillar	Dozer	Track		D7H LGP Series II	215	59,176	T-1
Caterpillar	Dozer	Track		D7H DS LGP Series II	215	59,838	T-1
Dresser (International)	Dozer	Track		TD20G	225	48,700	T-1
Dresser (International)	Dozer	Track		TD20H	225	50,204	T-1
Dresser (International)	Dozer	Track		TD20H LGP	225	52,470	T-1
Dresser (International)	Dozer	Track		TD20G LGP	225	52,700	T-1
Caterpillar	Dozer	Track		D7R	230	54,200	T-1
Caterpillar	Dozer	Track		D7R DS	230	55,100	T-1
Caterpillar	Dozer	Track		D7H DS Series II	230	55,171	T-1
Caterpillar	Dozer	Track		D7R LGP	240	58,800	T-1
Caterpillar	Dozer	Track		D7R DS LGP	240	59,700	T-1
Komatsu	Dozer	Track		D85EX-15	240	61,950	T-1
							T-1
Caterpillar	Dozer	Track		D8N	285	71,764	T-1
Caterpillar	Dozer	Track		D8R	305	73,875	T-1
Dresser (International)	Dozer	Track		TD25G	325	74,900	T-1
Caterpillar	Dozer	Track		D8L	335	80,999	T-1
Caterpillar	Dozer	Track		D9N	370	93,698	T-1

EXCAVATOR

Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Komatsu	Excavator	Track	PC80-3	64	17,810	T-4
Komatsu	Excavator	Track	PC90-1	64	18,470	T-4
Deere	Excavator	Track	290D	65	20,064	T-4
Komatsu	Excavator	Track	PC75R-2	69	16,470	T-4
Caterpillar	Excavator	Track	205 LC	71	28,340	T-4
Hitachi	Excavator	Track	EX100	72	23,600	T-4
Hitachi	Excavator	Track	EX100-2	72	23,600	T-4
Hitachi	Excavator	Track	EX100-3	72	24,500	T-4
Komatsu	Excavator	Track	PC95-1	72	19,687	T-4
Liebherr	Excavator	Track	R900B	73	28,995	T-4
Deere	Excavator	Track	490D	75	26,546	T-4
Kobelco	Excavator	Track	SK100 MARK III	75	23,800	T-4
Kobelco	Excavator	Track	K904 MARK II	75	24,600	T-4

Hitachi	Excavator	Track	EX110-5	76	24,700	T-4
Caterpillar	Excavator	Track	311B	79	25,005	T-4
Caterpillar	Excavator	Track	311	79	25,100	T-4
Caterpillar	Excavator	Track	E110B	79	25,400	T-4
Daewoo	Excavator	Track	DH130	79	28,440	T-4
Deere	Excavator	Track	110	80	26,724	T-4
Fiat Allis	Excavator	Track	FH120	81	28,440	T-3
Komatsu	Excavator	Track	PC100-6	81	23,700	T-3
Liebherr	Excavator	Track	R902 LC	81	35,060	T-3
Komatsu	Excavator	Track	PC120-3	82	25,570	T-3
Komatsu	Excavator	Track	PC95R-2	82.5	20,635	T-3
Caterpillar	Excavator	Track	312	84	27,200	T-3
Caterpillar	Excavator	Track	312B	84	27,910	T-3
Caterpillar	Excavator	Track	312BL	84	28,170	T-3
Caterpillar	Excavator	Track	E120B	84	28,300	T-3
Dresser (International)	Excavator	Track	6120	84	26,520	T-3
Dresser (International)	Excavator	Track	625E LC	84	31,700	T-3
Kobelco	Excavator	Track	SK120LC MARK III	84	26,500	T-3
Kobelco	Excavator	Track	115SRDZ	84	31,750	T-3
Komatsu	Excavator	Track	PC120-5	84	26,520	T-3
Komatsu	Excavator	Track	PC120-6	84	26,530	T-3
Komatsu	Excavator	Track	PC128UU-1	84	28,800	T-3
Deere	Excavator	Track	490E	85	26,780	T-3
Kobelco	Excavator	Track	SK100 MARK IV	85	24,100	T-3
Kobelco	Excavator	Track	K905LC MARK II	85	27,300	T-3
Kobelco	Excavator	Track	SK120LC MARK IV	85	27,300	T-3
Link Belt	Excavator	Track	2650 QUANTUM	85	29,641	T-3
Kobelco	Excavator	Track	SK115DZ MARK IV	86	28,400	T-3
Komatsu	Excavator	Track	PC120-6	86	28,375	T-3
Komatsu	Excavator	Track	PC128US-1	86	28,000	T-3
Komatsu	Excavator	Track	PC128US-2	86	29,134	T-3
Komatsu	Excavator	Track	PC128UU-2	86	29,530	T-3
Komatsu	Excavator	Track	PC128UU-2	86	30,360	T-3
Komatsu	Excavator	Track	PC138USLC-2	86	32,537	T-3
Case	Excavator	Track	9010	87	26,662	T-3
Koehring	Excavator	Track	6612	87	27,340	T-3
Link Belt	Excavator	Track	LS-2650C II	87	26,676	T-3
Komatsu	Excavator	track	PC130-7	88	28,600	T-3
Deere	Excavator	Track	120	90	26,790	T-3
Caterpillar	Excavator	Track	312C	90	?????	T-3
Daewoo	Excavator	Track	DH130-2	91	29,320	T-3
Hitachi	Excavator	Track	EX150	91	32,800	T-3
Fiat Allis	Excavator	Track	FX130 LC	93	29,260	T-3
Kobelco	Excavator	Track	SK130LC MARK IV	93	27,840	T-3
Caterpillar	Excavator	Track	211 LC	94	33,510	T-3
Kobelco	Excavator	Track	135SRLC	94	30,870	T-3

Deere	Excavator	Track	590D	95	33,180	T-3
Deere	Excavator	Track	595D	95	36,882	T-3
Liebherr	Excavator	Track	R912 HD	95	45,747	T-3
Caterpillar	Excavator	Track	315	99	33,730	T-3
Caterpillar	Excavator	Track	315L	99	35,100	T-3
Caterpillar	Excavator	Track	315B	99	35,280	T-3
Caterpillar	Excavator	Track	315BL	99	35,670	T-3
Dresser (International)	Excavator	Track	6150 LC	99	35,240	T-3
Hitachi	Excavator	Track	EX160 LC-5	99	33,960	T-3
Komatsu	Excavator	Track	PC150-3	99	32,165	T-3
Komatsu	Excavator	Track	PC150LC-5	99	32,903	T-3
Komatsu	Excavator	Track	PC150LC-3	99	33,465	T-3
Komatsu	Excavator	Track	PC150-5	99	33,910	T-3
Samsung	Excavator	Track	SE130LC-3	99	29,560	T-3
Samsung	Excavator	Track	SE130LC-2	99	30,040	T-3
Samsung	Excavator	Track	SE130LCM-2	99	31,840	T-3
Samsung	Excavator	Track	SE130LCM-3	99	31,890	T-3
Samsung	Excavator	Track	SE130LCM	99	32,630	T-3
Komatsu	Excavator	Track	PC158USLC-2	99	36,380	T-3
Fiat Allis	Excavator	Track	FX140	100	33,069	T-3
Kobelco	Excavator	Track	SK150LC MARK III	100	34,500	T-3
Link Belt	Excavator	Track	LS-2700C II	100	33,950	T-3
Link Belt	Excavator	Track	2700 QUANTUM	100	34,802	T-3
Samsung	Excavator	Track	SE130LC	100	28,660	T-3
Hyundai	Excavator	Track	130 LC-3	101	30,400	T-3
Daewoo	Excavator	Track	DH170	102	37,700	T-3
Hyundai	Excavator	Track	160 LC-3	102	36,600	T-3
Case	Excavator	Track	9030	103	43,422	T-3
Kobelco	Excavator	Track	SK150LC MARK IV	103	36,207	T-3
Kobelco	Excavator	Track	ED180	103	41,800	T-3
Samsung	Excavator	Track	SE200LC	103	45,414	T-3
Deere	Excavator	Track	160LC	105	34,950	T-3
Komatsu	Excavator	Track	PC150-6	105	39,503	T-3
Case	Excavator	Track	9010B	106	28,000	T-3
Case	Excavator	Track	9020B	106	35,274	T-3
Daewoo	Excavator	Track	SOLAR 130-III	108	29,320	T-3
Caterpillar	Excavator	Track	213B LC	110	39,930	T-3
Hyundai	Excavator	Track	120W	110	25,350	T-3
Hyundai	Excavator	Track	130W-2	110	26,320	T-3
Hyundai	Excavator	Track	130 LC	110	29,100	T-3
Komatsu	Excavator	Track	PC160LC-7	110	37,130	T-3
Komatsu	Excavator	Track	PC160LC-7	111	37,532	T-2
Daewoo	Excavator	Track	SOLAR 170-III	113	36,530	T-2
Caterpillar	Excavator	Track	318BL N	115	40,260	T-2
Caterpillar	Excavator	Track	318BL	115	40,540	T-2
Caterpillar	Excavator	Track	215C LC	115	44,104	T-2

Hyundai	Excavator	Track	170W-3	116	36,300	T-2
Hyundai	Excavator	Track	180 LC-3	116	39,240	T-2
Daewoo	Excavator	Track	DH200LC	117	43,650	T-2
Dresser (International)	Excavator	Track	635E LC	117	42,906	T-2
Caterpillar	Excavator	Track	E200B	118	41,400	T-2
Caterpillar	Excavator	Track	EL200B	118	44,300	T-2
Daewoo	Excavator	Track	DH180LC	118	43,650	T-2
Komatsu	Excavator	Track	PC200LC-3	118	42,245	T-2
Komatsu	Excavator	Track	PF55L	118	46,740	T-2
Fiat Allis	Excavator	Track	FH200	119	43,740	T-2
Fiat Allis	Excavator	Track	FH200 LC	119	43,870	T-2
Hitachi	Excavator	Track	EX200 LC	119	43,506	T-2
Liebherr	Excavator	Track	R912 LC	122	43,900	T-2
Dresser (International)	Excavator	Track	6200 LC	123	44,310	T-2
Kobelco	Excavator	Track	K907LC MARK II	123	43,390	T-2
Komatsu	Excavator	Track	PC200LC-5	123	43,500	T-2
Caterpillar	Excavator	Track	215D LC	125	43,523	T-2
Deere	Excavator	Track	690D	125	40,990	T-2
Link Belt	Excavator	Track	LS-2800C II	125	43,430	T-2
Hyundai	Excavator	Track	200 LCM-2	126	45,060	T-2
Koehring	Excavator	Track	6620	126	42,555	T-2
Komatsu	Excavator	Track	PC200-5	127	42,860	T-2
Caterpillar	Excavator	Track	320N	128	42,660	T-2
Caterpillar	Excavator	Track	320B	128	42,770	T-2
Caterpillar	Excavator	Track	320	128	43,577	T-2
Caterpillar	Excavator	Track	320BN	128	44,190	T-2
Caterpillar	Excavator	Track	320BL	128	45,680	T-2
Caterpillar	Excavator	Track	320L	128	46,277	T-2
Hyundai	Excavator	Track	200 LC	128	44,360	T-2
Komatsu	Excavator	Track	PC2006B	128	44,980	T-2
Komatsu	Excavator	Track	PC228USLC-2	128	50,485	T-2
Komatsu	Excavator	Track	PC228USLC-1	128	50,490	T-2
Link Belt	Excavator	Track	2800 QUANTUM	128	44,911	T-2
Link Belt	Excavator	Track	2800 QUANTUM LF	128	49,011	T-2
Case	Excavator	Track	9020	130	34,011	T-2
Deere	Excavator	Track	690E LC	130	44,213	T-2
Hyundai	Excavator	Track	210 LC-3	130	46,960	T-2
Liebherr	Excavator	Track	R912 HDSL	130	46,735	T-2
Samsung	Excavator	Track	SE210LC	130	44,100	T-2
Case	Excavator	Track	9030B N	131	44,000	T-2
Case	Excavator	Track	9030B	131	44,450	T-2
Hitachi	Excavator	Track	EX200 LC-2	132	43,400	T-2
Hitachi	Excavator	Track	EX200 LC-3	132	43,400	T-2
Hitachi	Excavator	Track	EX200 LC-5	132	45,000	T-2
Daewoo	Excavator	Track	DH220LC	133	46,300	T-2
Kobelco	Excavator	Track	SK200LC MARK III	133	44,500	T-2

Komatsu	Excavator	Track	PC210LC-6	133	21,180	T-2
Komatsu	Excavator	Track	PC600-6	133	44,430	T-2
Komatsu	Excavator	Track	PC200LC-6	133	46,970	T-2
Komatsu	Excavator	Track	PC200Z-6	133	N/A	T-2
Case	Excavator	Track	125B	134	53,619	T-2
Daewoo	Excavator	Track	SOLAR 220LC-III	135	44,300	T-2
Fiat Allis	Excavator	Track	FX200 LC	135	43,142	T-2
Liebherr	Excavator	Track	R922 LC	136	45,835	T-2
Samsung	Excavator	Track	SE210LC-2	136	49,550	T-2
Fiat Allis	Excavator	Track	FX210 LC	137	43,780	T-2
Caterpillar	Excavator	Track	219D	140	47,793	T-2
Caterpillar	Excavator	Track	219D LC	140	48,963	T-2
Deere	Excavator	Track	200LC	140	44,750	T-2
Hyundai	Excavator	Track	200W-2	141	41,440	T-2
Kobelco	Excavator	Track	SK200LC MARK IV	141	45,900	T-2
Kobelco	Excavator	Track	235SRLC	142	56,889	T-2
Komatsu	Excavator	Track	PC200LC-7	143	46,870	T-2
Kobelco	Excavator	Track	SK210LC	143	47,000	T-2
Liebherr	Excavator	Track	R922 HDSL	143	52,560	T-2
Samsung	Excavator	Track	SE210LC-3	143	46,720	T-2
Hyundai	Excavator	Track	200W	144	41,435	T-2
Koehring	Excavator	Track	4470 TELESCOPE	145	40,300	T-2
Caterpillar	Excavator	Track	E240	148	50,705	T-2
Caterpillar	Excavator	Track	E240B	148	50,705	T-2
Caterpillar	Excavator	Track	E240C	148	50,705	T-2
Caterpillar	Excavator	Track	EL240B	148	52,028	T-2
Caterpillar	Excavator	Track	EL240C	148	52,028	T-2
Caterpillar	Excavator	Track	EL240	148	52,030	T-2
Komatsu	Excavator	Track	PC220LC-3	148	51,120	T-2
Fiat Allis	Excavator	Track	FH220 LC	151	54,540	T-2
Fiat Allis	Excavator	Track	FH220	151	54,585	T-2
Koehring	Excavator	Track	6625	151	55,250	T-2
Liebherr	Excavator	Track	R932 HD	152	53,261	T-2
Caterpillar	Excavator	Track	322BL	153	52,600	T-2
Dresser (International)	Excavator	Track	6220 LC	153	51,630	T-2
Kobelco	Excavator	Track	K909LC MARK II	153	52,210	T-2
Link Belt	Excavator	Track	LS-3400C II	153	52,910	T-2
Link Belt	Excavator	Track	3400 QUANTUM	153	53,332	T-2
Link Belt	Excavator	Track	LS-3400LF C II	153	58,212	T-2
Link Belt	Excavator	Track	3400 QUANTUM LF	153	59,461	T-2
Deere	Excavator	Track	790D	155	50,014	T-2
Hitachi	Excavator	Track	EX220 LC-3	156	52,500	T-1
Hitachi	Excavator	Track	EX230 LC-5	156	52,500	T-1
Komatsu	Excavator	Track	PC220LC-5	157	50,990	T-1
Komatsu	Excavator	Track	PC220LC-6	158	53,364	T-1
Komatsu	Excavator	Track	PC250LC-6	158	60,795	T-1

Dresser (International)	Excavator	Track	645	159	48,400	T-1
Insley	Excavator	Track	H600D	159	38,340	T-1
Deere	Excavator	Track	790E LC	155	51,725	T-1
Hitachi	Excavator	Track	EX270	161	57,300	T-1
Hitachi	Excavator	Track	EX270 LC	161	60,600	T-1
Hyundai	Excavator	Track	250 LC-3	161	54,200	T-1
Liebherr	Excavator	Track	R932 HDSL	161	58,010	T-1
Kobelco	Excavator	Track	SK220LC MARK III	163	53,800	T-1
Caterpillar	Excavator	Track	225D	165	56,860	T-1
Caterpillar	Excavator	Track	225D LC	165	58,680	T-1
Deere	Excavator	Track	792D LC	165	60,250	T-1
Fiat Allis	Excavator	Track	FX240 LC	165	54,674	T-1
Case	Excavator	Track	9040	166	52,905	T-1
Caterpillar	Excavator	Track	325	168	56,270	T-1
Caterpillar	Excavator	Track	325L	168	59,560	T-1
Caterpillar	Excavator	Track	325BL	168	60,600	T-1
Hitachi	Excavator	Track	EX270 LC-5	168	60,860	T-1
Insley	Excavator	Track	H800D	168	43,910	T-1
Komatsu	Excavator	Track	PC280LC-3	168	59,180	T-1
Samsung	Excavator	Track	SE240LC-3	168	53,160	T-1
Fiat Allis	Excavator	Track	FX250 LC	169	54,044	T-1
Deere	Excavator	Track	230LC	170	54,410	T-1
Komatsu	Excavator	Track	PC270LC-6	174	64,374	T-1
Kobelco	Excavator	Track	SK220LC MARK IV	175	55,800	T-1
Kobelco	Excavator	Track	SK270LC MARK IV	175	61,997	T-1
Kobelco	Excavator	Track	SK250LC	176	54,700	T-1
Daewoo	Excavator	Track	DH280	177	62,200	T-1
Case	Excavator	Track	9040B	178	53,140	T-1
Case	Excavator	Track	9045B	178	62,300	T-1
Link Belt	Excavator	Track	3900 QUANTUM	178	62,536	T-1
Samsung	Excavator	Track	SE280LC-2	178	66,020	T-1
Caterpillar	Excavator	Track	229	180	69,466	T-1
Deere	Excavator	Track	270LC	180	60,660	T-1
Samsung	Excavator	Track	SE280LC	180	59,970	T-1
Daewoo	Excavator	Track	SOLAR 280LC-III	182	63,720	T-1
Koehring	Excavator	Track	6627	182	61,850	T-1
Hyundai	Excavator	Track	290 LC-3	183	64,200	T-1
Fiat Allis	Excavator	Track	FX270 LC	184	59,304	T-1
Kobelco	Excavator	Track	SK290LC	185	66,100	T-1
Caterpillar	Excavator	Track	E300	187	67,240	T-1
Caterpillar	Excavator	Track	EL300	187	69,665	T-1
Insley	Excavator	Track	H1000D	189	54,720	T-1
Deere	Excavator	Track	892D LC	195	65,983	T-1
Fiat Allis	Excavator	Track	FX310 LC	195	70,400	T-1
Hyundai	Excavator	Track	280 LC	195	59,900	T-1
Hyundai	Excavator	Track	290 LC	197	62,170	T-1

Komatsu	Excavator	Track	PC300LC-3	197	67,900	T-1
Samsung	Excavator	Track	SE280LC-3	197	63,390	T-1
Caterpillar	Excavator	Track	231D	200	76,740	T-1
Caterpillar	Excavator	Track	231D LC	200	77,340	T-1
Case	Excavator	Track	170C	201	72,395	T-1
Dresser (International)	Excavator	Track	650B	204	70,500	T-1
Caterpillar	Excavator	Track	EL300B	207	69,500	T-1
Dresser (International)	Excavator	Track	6300 LC	207	68,790	T-1
Komatsu	Excavator	Track	PC300LC-5	207	68,790	T-1
Link Belt	Excavator	Track	LS-4300C II	207	68,123	T-1
Hitachi	Excavator	Track	EX300 LC-2	208	66,600	T-1
Hitachi	Excavator	Track	EX300 LC-3	208	68,100	T-1
Komatsu	Excavator	Track	PC360LC-3	212	78,700	T-1
Liebherr	Excavator	Track	R942 HDSL	212	70,920	T-1
Hyundai	Excavator	Track	320 LC-3	218	70,330	T-1
Deere	Excavator	Track	982E LC	220	67,450	T-1
Caterpillar	Excavator	Track	330	222	70,680	T-1
Caterpillar	Excavator	Track	330L	222	73,770	T-1
Caterpillar	Excavator	Track	330BL	222	76,300	T-1
Case	Excavator	Track	9050	223	69,237	T-1
Liebherr	Excavator	Track	R952 HD	225	95,500	T-1
Kobelco	Excavator	Track	K912LC MARK II	227	69,900	T-1
Kobelco	Excavator	Track	SK300LC MARK II	227	69,900	T-1
Koehring	Excavator	Track	6633	227	71,860	T-1
Hitachi	Excavator	Track	EX330 LC-5	228	71,649	T-1
Hitachi	Excavator	Track	EX370-5	228	80,247	T-1
Fiat Allis	Excavator	Track	FX350 LC	230	78,925	T-1
Kobelco	Excavator	Track	SK300LC MARK III	230	69,900	T-1
Komatsu	Excavator	Track	PC300LC-6	232	73,149	T-1
Komatsu	Excavator	Track	PC300HD-6	232	79,785	T-1
Deere	Excavator	Track	330LC	235	72,800	T-1
Deere	Excavator	Track	370	235	81,200	T-1
Hyundai	Excavator	Track	320 LC	235	69,670	T-1
Kobelco	Excavator	Track	SK300LC MARK IV	238	73,300	T-1
Kobelco	Excavator	Track	SK330LC	238	77,800	T-1
Case	Excavator	Track	9050B	240	71,400	T-1
Link Belt	Excavator	Track	4300 QUANTUM	240	73,600	T-1
Daewoo	Excavator	Track	SOLAR 330-III	244	71,720	T-1
Daewoo	Excavator	Track	DH320	247	70,500	T-1
Samsung	Excavator	Track	SE350LC-2	247	81,330	T-1
Caterpillar	Excavator	Track	235C	250	90,075	T-1
Caterpillar	Excavator	Track	235C	250	93,144	T-1
Caterpillar	Excavator	Track	235D	250	103,785	T-1
Caterpillar	Excavator	Track	235D LC	250	108,621	T-1
Samsung	Excavator	Track	SE350LC	250	77,600	T-1
Insley	Excavator	Track	H1500D	253	78,050	T-1

Daewoo	Excavator	Track	SOLAR 400LC-III	260	86,680	T-1
Hyundai	Excavator	Track	360 LC-3	260	81,800	T-1
Deere	Excavator	Track	992D LC	265	96,780	T-1
Komatsu	Excavator	Track	PC400LC-3	266	93,145	T-1
Hitachi	Excavator	Track	EX400 LD-3	275	90,400	T-1
Hitachi	Excavator	Track	EX400 LC	275	97,200	T-1
Case	Excavator	Track	9060	276	96,512	T-1
Dresser (International)	Excavator	Track	6400 LC	276	93,320	T-1
Hyundai	Excavator	Track	420 LC	276	95,000	T-1
Hyundai	Excavator	Track	450 LC	276	97,890	T-1
Komatsu	Excavator	Track	PC400LC-5	276	93,570	T-1
Deere	Excavator	Track	450LC	285	97,680	T-1
Caterpillar	Excavator	Track	350	286	109,620	T-1
Caterpillar	Excavator	Track	350L	286	111,377	T-1
Hyundai	Excavator	Track	450 LC-3	286	97,660	T-1
Kobelco	Excavator	Track	K916LC MARK II	286	98,230	T-1
Kobelco	Excavator	Track	SK400LC MARK II	286	98,230	T-1
Koehring	Excavator	Track	6644	289	97,300	T-1
Liebherr	Excavator	Track	R954 HD	289	105,420	T-1
Caterpillar	Excavator	Track	345BL	290	98,750	T-1
Daewoo	Excavator	Track	SOLAR 450-III	296	96,562	T-1
Hitachi	Excavator	Track	EX400-3	296	90,400	T-1
Hitachi	Excavator	Track	EX400 LD-3	296	---	T-1
Samsung	Excavator	Track	SE450LC-2	296	99,200	T-1
Case	Excavator	Track	9060B	300	99,958	T-1
Insley	Excavator	Track	H2500C	300	97,300	T-1
Kobelco	Excavator	Track	SK400LC MARK III	300	99,370	T-1
Link Belt	Excavator	Track	58000 QUANTUM	300	102,745	T-1
Hitachi	Excavator	Track	EX400 LC-3	301	97,200	T-1
Hitachi	Excavator	Track	EX450 LC-5	301	100,800	T-1
Kobelco	Excavator	Track	SK400LC MARK IV	306	101,684	T-1
Komatsu	Excavator	Track	PC400LC-6	306	95,147	T-1
Komatsu	Excavator	Track	PC400HD-6	306	97,665	T-1
Insley	Excavator	Track	H2500D	315	96,850	T-1
Caterpillar	Excavator	Track	245B	360	143,850	T-1

EXHIBIT L

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OPTIONAL - Insert the URL where a map of your Geographic Area is located.

(<https://www.nifc.gov/nicc/>)

To view the Region 6 Dispatch Boundary Map, visit the Region 6 Fire Contracting Operations website

located at: <https://www.fs.usda.gov/detailfull/r6/fire-aviation/?cid=fseprd889618&width=full>

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EXHIBIT M – HEAVY EQUIPMENT FORMS AND CHECKLISTS

Heavy Equipment Vendor Certification Form

Equipment Type:

Please check the appropriate item listed below that identifies the manufacturer's original intended use of the equipment being offered. If multiple pieces of the same type of equipment are offered under this solicitation, complete a separate Vendor Equipment Certification Form for each item.

___ Dozer
___ Excavator
___ Tractor Plow
___ Other _____ (describe machine type)

Equipment Make: _____

Model: _____

VIN#: _____

EQUIPMENT/Unit I.D. _____

I certify that the equipment listed above conforms to all original manufacturers design and safety standards, and meets all Federal, State and local OSHA rules and regulations required for the intended use of the equipment identified in the solicitation *Statement of Work*. The above equipment has all required original manufacturer installed screens and guarding (including ROPS, FOPS and OPS) to safely work in a logging/forest environment. The above equipment also has all additional manufacturer recommended safety equipment installed for the purpose in which the equipment is to be utilized under this agreement. In the event that the machines ROPS/FOPS or OPS has been altered or modified after the machine was delivered from the manufacturer, it is my responsibility to ensure that the integrity of the ROPS/FOPS or OPS has not been compromised and still meets all Federal, State and local OSHA Rules and Regulations. The requirements identified on this signed certification form does not relieve me of any other requirements identified in the equipment solicitation for which I am responding. The Government reserves the right to inspect and verify that the equipment meets all of the above requirements, and/or any additional required Federal, State and local rules and regulations at any time during the effective period of this agreement; however, it is the responsibility of the owner to ensure the equipment meets all safety and/or agreement requirements. In the event the above equipment becomes non-compliant with any of the OSHA Federal, State or local requirements after the agreement is awarded, I will notify the Government official in charge and either correct the deficiency or remove the equipment from service until the deficiency is corrected.

Contractor Name: _____

Representative Name: _____

Contractor Signature: _____

Date: _____

Region C.O.R/Equipment Specialist: _____

Date: _____

Region C.O.: _____

Date: _____