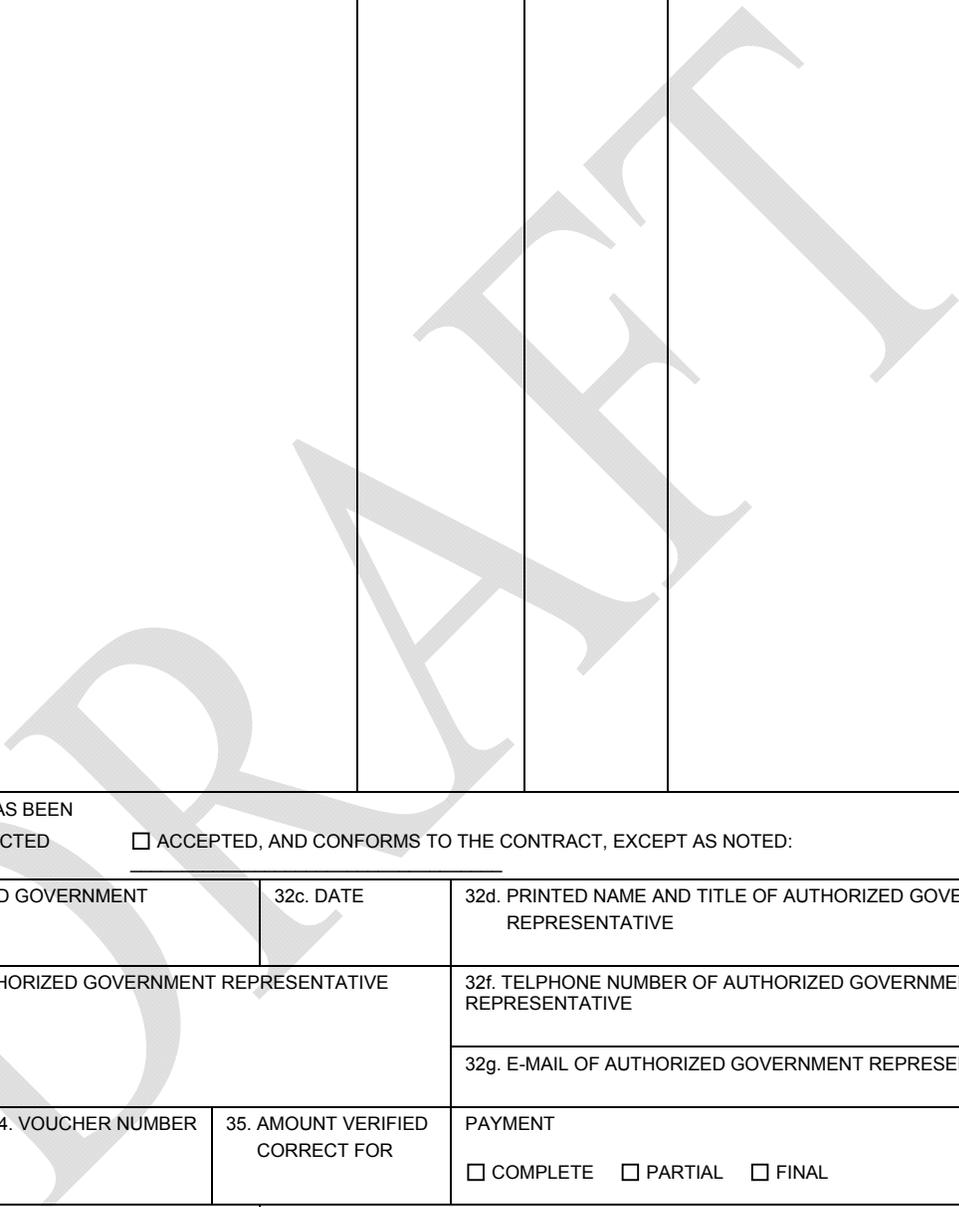


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF ##
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE:	
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME		b. TELEPHONE NUMBER (No collect calls)	8 OFFER DUE DATE/ LOCAL TIME:	
9. ISSUED BY		CODE	10. THIS ACQUISITION IS		
			<input type="checkbox"/> UNRESTRICTED OR	<input type="checkbox"/> SET ASIDE:	100% FOR:
			<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> EMERGING SMALL BUSINESS	
			<input type="checkbox"/> HUBZONE SMALL BUSINESS		
		NAICS: 621910	<input type="checkbox"/> SERVICE DISABLED VETERAN- OWNED SMALL BUSINESS		
		SIZE STANDARD: \$7.0 mil	<input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS		<input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13a. RATING
<input type="checkbox"/> SEE SCHEDULE					14. METHOD OF SOLICITATION
			<input type="checkbox"/> RFQ	<input type="checkbox"/> IFB	<input type="checkbox"/> RFP
15. DELIVER TO		CODE	16. ADMINISTRERED BY		CODE
17a. CONTRACTOR/	CODE	CODE	18a. PAYMENT WILL BE MADE BY		
			CODE		
TELEPHONE NO.		Refer to D.21.7			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	Ambulance Operating Supplies Furnished by: [ X ] Contractor [ ] Government Operator Furnished by: [ X ] Contractor [ ] Government				See Section B
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNTG NO.	39 S/R VOUCHER NUMBER	40. PAID BY
----------------------	-----------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

## **SECTION A – SOLICITATION/CONTRACT/ORDER, SF 1449**

## **SECTION B – PRICING AND ESTIMATED QUANTITY**

## **SECTION C – CONTRACT CLAUSES**

- C.1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FAR 52.212-5)
- C.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
- C.3 AGREEMENT AND PERFORMANCE PERIODS
  - C.3.1 AGREEMENT PERIOD
- C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS
- C.5 CLAIM SETTLEMENT AUTHORITY
- C.6 CHANGES TO AGREEMENTS
- C.7 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (FAR 52.247-21)
- C.8 LOSS, DAMAGE OR DESTRUCTION
- C.9 FIREARM-WEAPON PROHIBITION
- C.10 HARRASSMENT FREE WORKPLACE

## **SECTION D – CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

- D.1 SCOPE OF AGREEMENT
- D.2 EQUIPMENT REQUIREMENTS
  - D.2.1 CONTRACTOR PROVIDED EQUIPMENT
  - D.2.2 MILEAGE
- D.3 PERSONNEL REQUIREMENTS
  - D.3.1 ENGLISH SPEAKING REQUIREMENT
- D.4 EQUIPMENT RELIABILITY
- D.5 NOT APPLICABLE
- D.6 ORDERING PROTOCOL FOR RESOURCES
  - D.6.1 ORDERING PROCEDURES FOR RESOURCES
  - D.6.2 INFORMATION REQUIRED WHEN PLACING ORDERS
  - D.6.3 DISPATCHING PROCEDURES
  - D.6.4 EMERGENCY INCIDENT DRIVING
  - D.6.5 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT
  - D.6.6 DEMOBILIZATION
  - D.6.7 RELEASE
- D.7 PROPERTY
  - D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS
- D.8 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN
- D.9 LAUNDRY SERVICE
- D.10 CAMPSITE
- D.11 COMMISSARY
- D.12 TIMEKEEPING

- D.13 CONTRACTOR'S REPRESENTATIVE
- D.14 FIRST AID/EMERGENCY EVACUATION/ACCIDENTS
- D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL
- D.16 NOT APPLICABLE
- D.17 INCIDENT PRE-USE INSPECTION
  - D.17.1 INSPECTION REPORTS
- D.18 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT
- D.19 WORKMANSHIP
  - D.19.1 INCIDENT BEHAVIOR
- D.20 PERFORMANCE EVALUATIONS
- D.21 PAYMENTS
  - D.21.1 WITHDRAWAL OF RESOURCES
  - D.21.2 REPAIRS
  - D.21.3 OPERATING SUPPLIES
  - D.21.4 REMAIN OVERNIGHT ALLOWANCE (RON)
  - D.21.5 FOOD & DRINK
  - D.21.6 ORDER CANCELLATION
  - D.21.7 PAYMENTS
  - D.21.8 INVOICING PROCESS
- D.22 NOT APPLICABLE
- D.23 LIST OF EXHIBITS

## **SECTION B**

The intent of this agreement is to obtain ambulance services for local, Regional, and Nationwide fire suppression and all-risk incidents. This agreement may be used by multiple State and Federal agencies.

Exhibit H contains requirements specific to the various State and Federal Agencies.

### **PRICING AND ESTIMATED QUANTITY**

The dollar limitation for any individual order is \$100,000.00. Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

Rates include, but are not limited to, labor, equipment, operating supplies, materials, State and Federal taxes (including worker's compensation costs), insurance coverage, overhead, and profit, and any costs/fees necessary to ensure equipment/operators meet(s) the specified standards. The cost of transports to medical facilities and completion of required documentation is included.

Contractors shall be prepared to operate up to 16 hours per day. The Finance Unit will work in tandem with Fire Operations to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, 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.

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.

Nationally, a contractor may only receive one award for an individual ambulance.

**Schedule of Items**

<b>Item 1</b>	<b>Ambulance (24-hour shift)</b>	<b>(ALS)</b>	Daily Rate	\$ _____
<b>Item 2</b>	<b>Ambulance (24-hour shift)</b>	<b>(BLS)</b>	Daily Rate	\$ _____
<b>Item 3</b>	<b>Patient Transport</b>		Mile Rate	\$ _____

**NOTE:** The vendor's services will be required to be available for a 24-hour period but in most cases the crew will be required to work a 16-hour shift, with 8 hours off, meeting the 2:1 work/rest guidelines (see D. 6.5)

**Equipment Information**  
*(attach additional sheets if necessary)*

<b>License #:</b>		<b>State (Where the license was issued)</b>	
<b>VIN Number:</b>	<b>Insurance Expiration Date:</b>		
<b>Equipment ID (Identify each unit with a unique resource number/name for identification purposes.)</b>			
<b>Make:</b>		<b>Model:</b>	
<b>Year:</b>		<b>4 X 4:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

## SECTION C

### CONTRACT CLAUSES

#### **C.1 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2008)**

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

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (4) [Reserved]
- (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.
- (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (29) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the

simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's 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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

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

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

**C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

52.212-4 Contract Terms and Conditions – Commercial Items (FEB 2007)  
52.236-7 Permits and Responsibilities (Nov 1991)  
52.245-1 Government Property (JUN 2007)

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

#### **C.3.1 AGREEMENT PERIOD**

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.4 AUTHORIZED PERSONNEL TO PLACE ORDERS**

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

### **C.5 CLAIM SETTLEMENT AUTHORITY**

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

### **C.6 CHANGES TO AGREEMENTS**

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

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

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

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

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

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

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

(a) For equipment furnished under this agreement **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this agreement **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**C.9 FIREARM – WEAPON PROHIBITION** - The possession of firearms or other dangerous weapon (18 USC 930 (f)(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 knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

### **C.10 HARRASSMENT FREE WORKPLACE**

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

## **SECTION D CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

### **D.1 SCOPE OF AGREEMENT**

The intent of this Agreement is to obtain ambulance services for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used in 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**

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

#### D.2.1 Contractor Provided Equipment

- Ambulances shall meet State rules, regulations and licensing requirements.
- Ambulances shall be equipped with Advanced Life Support (ALS), or Basic Life Support (BLS) if that is the level of service in your area.
- Contractor shall furnish an inventory of medical supplies upon arrival at incident for restocking purposes. Failure to provide the inventory will result in no reimbursement.

#### D.2.2 Patient Transport (Mile Rate)

Shall apply when equipment is transporting patients from the incident to the medical facilities only.

### **D.3 PERSONNEL REQUIREMENTS**

A minimum of 2 personnel shall be provided for each shift. If ordered for a double shift, the contractor equipment shall be staffed with four personnel (two per shift). All personnel shall meet State rules, regulations, and licensing requirements.

All Contractor personnel shall comply with Exhibit F, Safety Standards.

#### **D.3.1 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.

### **D.4 EQUIPMENT RELIABILITY**

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

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

## **D.5 NOT APPLICABLE**

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

This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before resources are mobilized under this Agreement.

The Contractor shall restrict calls to the host dispatch center only. 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 ORDERING PROCEDURES FOR RESOURCES** CO: May modify accordingly

Following Agreement award, each host dispatch center will have an resource list showing the resources located within their **Host Dispatch Zone or Geographic Area**. Orders will be placed utilizing established dispatch procedures.

### **D.6.2 INFORMATION REQUIRED WHEN PLACING ORDERS.**

D.6.2.1 At the time of acceptance of the assignment, the following information will be given to the Contractor:

- a. Resource Order Number.
- b. Incident Order Number and Name of Incident.
- c. Date and time to report to incident.
- d. Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.
- e. Incident contact phone number for further information.
- f. Fire Code/Funding Code

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

### **D.6.3 DISPATCHING PROCEDURES**

D.6.3.1 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. Contractor shall check in at the assignment at the time agreed upon when dispatched.

D.6.3.2 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. Payment for travel will be made per D.21.7.

D.6.3.3 At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

#### D.6.4 EMERGENCY INCIDENT DRIVING

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: <http://www.nwccg.gov/pms/pubs/IIBMH2/iibmh.pdf> The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

#### D.6.5 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT

Work/rest 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)).

To mitigate exceeding work/rest guidelines and manage the days of rest, the Government has the option to:

- a. Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel.
- b. Release resources after a 14-day assignment.
- c. 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.21.7.3(d).

#### D.6.6 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

#### D.6.7 RELEASE

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

### D.7 PROPERTY

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

D.7.1.1 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).

D.7.1.2 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.7.1.3 Personal Protective Equipment – The government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment. The following mandatory items will be issued by the Government, when not furnished by the Contractor, to operators performing within the scope of this agreement.

- a. Clothing: (1) Flame resistant pants and shirts; (2) Gloves (Either Nomex or chrome tanned leather, when not furnished by the contractor); (3) Hard hat; (4) Goggles or safety glasses.
- b. Equipment: (1) Fire shelter; (2) Headlamp; (3) Individual First-Aid Kit; (4) Other items, in addition to these three may be issued by the Government.

Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective equipment not returned by the government.

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

The Contractor shall carry a minimum of two copies of the complete Agreement at all times. The Contractor shall furnish a copy of the complete Agreement to the Finance Unit.

## **D.9 LAUNDRY SERVICE**

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

## **D.10 CAMPSITE**

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.4 Remain Overnight Allowance (RON)).

## **D.11 COMMISSARY**

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to D.21.7.3(e).

## **D.12 TIMEKEEPING**

Refer to D.21.8.2.

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

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

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

D.14.1 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 Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

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

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

## **D.16 NOT APPLICABLE**

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

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 reserves the right to perform inspections to insure compliance with the Agreement requirements.

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 priority dispatch 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 duplicate copy given to the Contractor.
- 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 priority dispatch list until such time that the resource is brought into compliance and re-inspected at the government's convenience (See D.21.7.3(c))

#### **D.19 WORKMANSHIP**

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

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 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**

The Contractor's performance will be documented on the Standard Contractor Performance Report (Exhibit E) which will be completed at the incident by the government representative supervising the work. This form is the only performance evaluation form that will be accepted by the Contracting Officer. The evaluator's signature shall be legible or printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative shall complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. A copy of the evaluation form(s) will be given to the Contractor at the incident, one forwarded to the CO, and one copy retained in the Host unit incident file.

The evaluation forms, in addition to other performance information will be utilized to facilitate the compilation of the Contractor's performance report for each Agreement year and may be used in past performance evaluations for future procurements.

## **D.21 PAYMENTS,**

Payments will be made in accordance with D.21.7.

### **D.21.1 WITHDRAWAL OF RESOURCE**

Refer to D.21.7.3(b).

### **D.21.2 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 \$75 per hour, plus parts and will be deducted from payment to the contractor.

**D.21.3 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. The Contractor will be reimbursed for supplies that are documented as part of the Contractor's medical supply inventory.

#### D.21.4 REMAIN OVERNIGHT ALLOWANCE (RON)

This is not applicable to travel to and from the incident. Contractors are not paid per diem or lodging expenses to and from incidents.

When the Government cannot provide a campsite or meals, and if pre-approved by the user unit and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable. Food and drink would be based on maximum CONUS per diem rates minus any Government-provided meals. The maximum allowable rates, excluding taxes, are referenced in the Continental United States (CONUS) rates in the Federal Travel Regulations (FTR). The standard CONUS single occupancy lodging rate is referenced in CONUS. Double occupancy of hotel rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

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

#### D.21.5 FOOD & DRINK

Contractors are required to provide sufficient food & drink to support the crew while in travel status and the first shift of the incident. This is not reimbursed by the Government.

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.

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

#### D.21.6 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 dispatch center in accordance with D.21.7.

#### D.21.7 PAYMENTS

Each host agency is responsible for their incident 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.

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.21.7.3.

D.21.7.1 Rates of Payments – Rates for equipment with operator(s) include all operator(s) expenses. Payment will be at rates specified and, except as provided in D.21.7.3, shall be in accordance with the following:

**a. Payment.**

- i. **Daily Rate** - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.
  1. Payment of the daily rate for travel to and from the incident and between incidents will be calculated as follows: Travel miles from point of hire / 45 mph (ref. D.6.5.2) / 11 hours X daily rate.
- ii. **Patient Transport (Mile Rate)** – Shall apply when equipment is transporting patients from the incident to the medical facilities only.
- iii. **Reimbursement of Supplies.** Expendable supplies will be reimbursed upon receipt of an invoice from the supplier. The vendor is required to give the Government a copy of their complete inventory at time of check-in. Failure to provide the inventory will result in no reimbursement.

D.21.7.2 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 hourly rates or the guarantee earned, whichever is the greatest amount.

D.21.7.3 Exceptions:

- a. No further payment under 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 cannot be replaced or 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, except that the Government will bear all costs of returning resources and/or operator(s) to the point of hire as promptly as emergency conditions will allow.
- d. No payment will accrue when the contractor is off shift in compliance with the mandatory “Work/Rest” and “Length of Commitment” provisions. Refer to D.6.5.
- 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.

**D.21.8 INVOICING PROCESS – FIRE SUPPRESSION, ALL-HAZARD ACTIVITIES,**

D.21.8.1 The resource shall have two copies of the Agreement with the resource order information for the assigned incident.

D.21.8.2 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 operator's name shall be listed on the shift ticket.

D.21.8.3 The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286).

D.21.8.4 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.21.8.5 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 ROSS), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

**D.22 NOT APPLICABLE**

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

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

<b>TITLE</b>
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 B – PAYMENT OFFICE INFORMATION**

### **FOREST SERVICE**

Incident Payment Center  
101B Sun Drive NE  
Albuquerque NM 87105

1-877-372-7248

### **BUREAU OF LAND MANAGEMENT (BLM)**

Emergency Equipment Rental Use Invoice packages shall be returned to the local BLM Incident Host Agency. The BLM will process the use invoice packages in accordance with BLM policy.

### **NATIONAL PARK SERVICE**

Attn: Debbie Townsend  
13461 Sunrise Valley Dr  
Herndon, VA 20171

703-487-9310

## **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: Civil Rights Enforcement And Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

## EXHIBIT D – DOL WAGE DETERMINATION

**Department of Labor Wage Determination No. 1995-0221, Revision 20, dated 06/19/2008 is incorporated by reference in its entirety. The wage rate and benefits shown below are applicable to work performed under this agreement.**

12000	- Health Occupations	
12040	- Emergency Medical Technician	
	Continental U.S.	15.62
	Alaska	21.43
	Hawaii	17.56

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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)

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

## EXHIBIT E - Standard Contractor Performance Report

Highlighted blocks are required to be completed.

<b>Evaluation Type: Interim</b> <input type="checkbox"/> <b>Final</b> <input type="checkbox"/> <i>(check one)</i>			
<b>Evaluating Organization</b> <i>(Fire Name):</i>		<b>Reporting Period: From</b> _____ <b>to</b> _____	
<b>Contracting Office:</b>		<b>Contract Number:</b>	<b>Order Number</b> <i>(Resource Order/Incident #):</i>
<b>Contractor Name:</b>		<b>Contractor Address:</b>	
<b>DUNS:</b>		<b>City:</b>	<b>State:</b>
<b>Additional or Alternate Contractor Name:</b>		<b>Zip/Postal Code:</b>	<b>Country:</b>
<b>TIN:</b>	<b>Industrial Code (NAICS):</b>	<b>Commodity Code:</b>	<b>Contract Type:</b>
<b>Contract Award Date:</b>	<b>Contract Expiration Date:</b>	<b>Contract Value:</b>	
<b>Requirement Description</b> <i>(Equipment Type):</i>			

### Ratings

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

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

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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**Government Comments for Quality of Product or Service (2000 characters maximum):**

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

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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**Government Comments for Timeliness of Performance (2000 characters maximum):**

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

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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**Government Comments for Business Relations (2000 characters maximum):**

## Additional Info

### Contractor Key Personnel

Contractor Manager/Principal Investigator (*Owner's Name*):

Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum): *(If applicable, describe working relationship with government representatives for this assignment)*

Contractor Key Person (*Equipment Operator's Name*):

Government Comment on Contractor Key Person (2000 characters maximum): *(Describe working relationship with government representatives for this assignment)*

### Customer Satisfaction

Is/was the contractor committed to customer satisfaction?  Yes  No (*Check one*)

Would you recommend the selection of this firm again?  Yes  No (*Check one*)

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

## Admin Info

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

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

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

Fax: \_\_\_\_\_

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

Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Alternate Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Contracting Officer:

Name:

Phone:

Fax:

E-Mail Address:

## Rating Guidelines

### Quality of Product or Service

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

### Timeliness of Performance

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

### Business Relations

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

## EXHIBIT F – SAFETY STANDARDS

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

### A. Heat Stress

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

### B. Smoke and Carbon Monoxide

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

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

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

### D. Seat Belts

Seat belts will be available and used in any vehicle when in motion. It is the operator’s responsibility to ensure compliance.

### 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.

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

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

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

EMERGENCY EQUIPMENT SHIFT TICKET				
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.				<b>E-16</b>
1. AGREEMENT NUMBER <b>54-04R4-2-4567</b>		2. CONTRACTOR (name) <b>JONES AMBULANCE</b>		
3. INCIDENT OR PROJECT NAME <b>LOST CREEK</b>		4. INCIDENT NUMBER <b>WIF-2-061</b>	5. OPERATOR (name) <b>PAUL JONES/JOHN SMITH</b>	
6. EQUIPMENT MAKE <b>AMBULANCE</b>		7. EQUIPMENT MODEL <b>FORD</b>	8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER <b>264371702</b>		10. LICENSE NUMBER <b>T 467847 - OR</b>	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.) <b>PAUL JONES - EMT JOHN SMITH - EMT</b>
	START	STOP	HOURS/DAYS/MILES(circle one)	
			WORK	SPECIAL
<b>09/15/07</b>	<b>0600</b>	<b>1800</b>	<b>12</b>	
				15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
				16. INVOICE POSTED BY (Recorder's initials)
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>Paul L. Jones - EMT</i>		18. GOVERNMENT OFFICER'S SIGNATURE <b>SAMUAL JONES - DIV SUP.</b>		19. DATE SIGNED <b>09/15/07</b>

**EXHIBIT H – Insert exhibits on terms & conditions for states in your Geographic Area if applicable**