SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO.

3. AW/ARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: AG-TST2-S-09-7003

6. SOLICITATION ISSUE DATE: 01/20/2009 16:10 US/Pacific

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: John Doe

b. TELEPHONE NUMBER (No collect calls): 970-123-4567

8. OFFER DUE DATE/ LOCAL TIME: 01/08/2009 10:00 US/Pacific

9. ISSUED BY — CODE

John Doe
2150 Center Avenue
Suite 316
Fort Collins, Colorado, 80526

10. THIS ACQUISITION IS

☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:

☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS

NAICS: ☐ HUBZONE SMALL BUSINESS

SIZE STANDARD: ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE

16. ADMINISTERED BY — CODE

Laurie Sonju
200 East Broadway Street
Missoul, Montana, 59807

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

Refer to Exhibit B

☐ 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 ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Page 2 for a Schedule of Items. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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

☐ 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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

Sign Response | Withdraw Offer | Getting Help

Schedule of Items

Dozer Type 1
Dozer Type 2
Dozer Type 3
Excavator Type 1
Excavator Type 2
Excavator Type 3
Excavator Type 4
Tractor Plow Type 2
Tractor Plow Type 3
Transport Type 1
Transport Type 2
Transport Type 3

Clear Form | Save | Print

VIPR
Virtual Incident Procurement

Acquisition Management
USDA Forest Service

Vendor Company Information Form

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

1. Company Identification

Your company name must match the company name you use for the Central Contractor Registration (CCR).

Company Name* _____ DUNS* _____

2. Contact Information

Please verify the accuracy of your e-mail address. Award confirmation is provided electronically and an incorrect e-mail address will result in failure to deliver the award notification.

First Name* _____ Last Name* _____

Daytime Phone* ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address* _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

3. Company Address

Be sure to use the company address where you wish to receive payment for your services.

Street Address* _____ City* _____ State* _____ Zip Code* _____ - _____

4. Mailing Address

☐ Select this check box if the Mailing Address is different than the Company Address, and then complete the required address fields listed below.

Street Address* _____ City* _____ State* _____ Zip Code* _____ - _____

5. Small Business Status

Any selection you make for "Small Business Status" must match the Small Business Status in ORCA or FAR Clause 52.212.3.

Select any of the following that represent your small business status.

☐ Small Business ☐ Service-Disabled Veteran-Owned Small Business

☐ HUBZone ☐ 8(a)

6. Discount Terms

If you are offering a discount, please enter the percentage of payment reduction and the number of days that the payment must be made prior to the due date (for example: 1% 20, Net 30).

_____

7. Supporting Documentation

"I certify that I have all required insurance, workers' compensation (or exemption), and DOT inspections, as required by the solicitation or Federal, State, or local laws." * ○ Yes ○ No

If you have workers' compensation, then the Workers Compensation Expiration Date is Required

Workers' Compensation Expiration Date / /

"I will have a sufficient number of employees and those employees will meet the training and qualifications required by the solicitation." * ○ Yes ○ No

"I am registered in the Contractor Central Registration (CCR) system (http://www.ccr.gov)." * ○ Yes ○ No

"I have completed my representations and certifications on-line via the Online Representations and Certifications Application (ORCA) website (https://orca.bpn.gov)." * ○ Yes ○ No

Resource Category
Dozer, Type 1

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

VIN or Serial Number* Year* Insurance Policy Expiration Date* / /

Make* Model*

2. Equipment Location

City* State* Zip Code* -

Dispatch Center* Latitude Longitude

Latitude and Longitude are for future use.

3. Equipment Attributes

Blade Type*

Flywheel Horsepower Rating*

Winch*

Grapple* ○ Yes ○ No

Ripper* ○ Yes ○ No

Low Ground Pressure* ○ Yes ○ No

Do you have enough employees for a double shift?* ○ Yes ○ No

4. Rates

Daily Rate* $

Mobilization/Demobilization (Loaded Mile)* $ *(Price per mile)*

Transport - Minimum Daily Guarantee (Transport of Heavy Equipment)* $ *(Price per day)*

5. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name Last Name

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address

First Name Last Name

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address

Resource Category
Dozer, Type 2

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

VIN or Serial Number* Year* Insurance Policy Expiration Date* / /

Make* Model*

2. Equipment Location

City* State* Zip Code* -

Dispatch Center* Latitude Longitude

Latitude and Longitude are for future use.

3. Equipment Attributes

Blade Type*

Flywheel Horsepower Rating*

Winch*

Grapple* ○ Yes ○ No

Ripper* ○ Yes ○ No

Low Ground Pressure* ○ Yes ○ No

Do you have enough employees for a double shift?* ○ Yes ○ No

4. Rates

Daily Rate* $

Mobilization/Demobilization (Loaded Mile)* $ *(Price per mile)*

Transport - Minimum Daily Guarantee (Transport of Heavy Equipment)* $ *(Price per day)*

5. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name Last Name

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address

First Name Last Name

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address

Resource Category
Dozer, Type 3

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

VIN or Serial Number* Year* Insurance Policy Expiration Date* / /

Make* Model*

2. Equipment Location

City* State* Zip Code* -

Dispatch Center* Latitude Longitude

Latitude and Longitude are for future use.

3. Equipment Attributes

Blade Type*

Flywheel Horsepower Rating*

Winch*

Grapple* ○ Yes ○ No

Ripper* ○ Yes ○ No

Low Ground Pressure* ○ Yes ○ No

Do you have enough employees for a double shift?* ○ Yes ○ No

4. Rates

Daily Rate* $

Mobilization/Demobilization (Loaded Mile)* $ *(Price per mile)*

Transport - Minimum Daily Guarantee (Transport of Heavy Equipment)* $ *(Price per day)*

5. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name Last Name

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address

First Name Last Name

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address

Resource Category
Excavator, Type 1

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

VIN or Serial Number* _____ Equipment ID _____

Make* _____ Model* _____

Year* _____ Insurance Policy Expiration Date* / /

2. Equipment Location

City* _____ State* _____ Zip Code* _____ - _____

Dispatch Center* _____ Latitude _____ Longitude _____

Latitude and Longitude are for future use.

3. Equipment Attributes

Flywheel Horsepower Rating (Must be 156 or higher HP)* _____

Excavator Up Down Blade or Dozer Blade* ○ Yes ○ No

Do you have enough employees for a double shift?* ○ Yes ○ No

Excavator Clamshell Bucket* ○ Yes ○ No

Steep Ground Excavator* ○ Yes ○ No

4. Rates

Daily Rate* $ _____

Mobilization/Demobilization (Loaded Mile)* $ _____ *(Price per mile)*

Transport - Minimum Daily Guarantee (Transport of Heavy Equipment)* $ _____ *(Price per day)*

5. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

Resource Category
Excavator, Type 2

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

VIN or Serial Number* _____ Equipment ID _____

Make* _____ Model* _____

Year* _____ Insurance Policy Expiration Date* / /

2. Equipment Location

City* _____ State* _____ Zip Code* _____ - _____

Dispatch Center* _____ Latitude _____ Longitude _____

Latitude and Longitude are for future use.

3. Equipment Attributes

Flywheel Horsepower Rating (Must be between 111 and 155 HP)* _____

Excavator Up Down Blade or Dozer Blade* ○ Yes ○ No

Do you have enough employees for a double shift?* ○ Yes ○ No

Excavator Clamshell Bucket* ○ Yes ○ No

Steep Ground Excavator* ○ Yes ○ No

4. Rates

Daily Rate* $ _____

Mobilization/Demobilization (Loaded Mile)* $ _____ *(Price per mile)*

Transport - Minimum Daily Guarantee (Transport of Heavy Equipment)* $ _____ *(Price per day)*

5. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

Resource Category
Excavator, Type 3

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

VIN or Serial Number* _____ Equipment ID _____

Make* _____ Model* _____

Year* _____ Insurance Policy Expiration Date* / /

2. Equipment Location

City* _____ State* _____ Zip Code* _____ - _____

Dispatch Center* _____ Latitude _____ Longitude _____

Latitude and Longitude are for future use.

3. Equipment Attributes

Flywheel Horsepower Rating (Must be between 81 and 110 HP)* _____

Excavator Up Down Blade or Dozer Blade* ○ Yes ○ No

Do you have enough employees for a double shift?* ○ Yes ○ No

Excavator Clamshell Bucket* ○ Yes ○ No

Steep Ground Excavator* ○ Yes ○ No

4. Rates

Daily Rate* $ _____

Mobilization/Demobilization (Loaded Mile)* $ _____ *(Price per mile)*

Transport - Minimum Daily Guarantee (Transport of Heavy Equipment)* $ _____ *(Price per day)*

5. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

Resource Category
Excavator, Type 4

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

VIN or Serial Number* _____ Equipment ID _____

Make* _____ Model* _____

Year* _____ Insurance Policy Expiration Date* / /

2. Equipment Location

City* _____ State* _____ Zip Code* _____ - _____

Dispatch Center* _____ Latitude _____ Longitude _____

Latitude and Longitude are for future use.

3. Equipment Attributes

Flywheel Horsepower Rating (Must be between 60 and 80 HP)* _____

Excavator Up Down Blade or Dozer Blade* ○ Yes ○ No

Do you have enough employees for a double shift?* ○ Yes ○ No

Excavator Clamshell Bucket* ○ Yes ○ No

Steep Ground Excavator* ○ Yes ○ No

4. Rates

Daily Rate* $ _____

Mobilization/Demobilization (Loaded Mile)* $ _____ *(Price per mile)*

Transport - Minimum Daily Guarantee (Transport of Heavy Equipment)* $ _____ *(Price per day)*

5. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

Resource Category
Tractor Plow, Type 2

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

VIN or Serial Number* _____ Year* _____ Insurance Policy Expiration Date* / /

Make* _____ Model* _____

2. Equipment Location

City* _____ State* _____ Zip Code* _____ - _____

Dispatch Center* _____ Latitude _____ Longitude _____

Latitude and Longitude are for future use.

3. Equipment Attributes

Blade Type* _____ Grapple* ○ Yes ○ No Plow Type* _____

Flywheel Horsepower Rating* _____ Ripper* ○ Yes ○ No Plow Depth* _____ *(inches)* Do you have enough employees for a double-shift?* ○ Yes ○ No

Winch* _____ Low Ground Pressure* ○ Yes ○ No Plow Width* _____ *(inches)*

4. Rates

Daily Rate* $ _____

Mobilization/Demobilization (Loaded Mile)* $ _____ *(Price per mile)*

Transport - Minimum Daily Guarantee (Transport of Heavy Equipment)* $ _____ *(Price per day)*

5. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

Resource Category
Tractor Plow, Type 3

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

VIN or Serial Number* _____ Year* _____ Insurance Policy Expiration Date* / /

Make* _____ Model* _____

2. Equipment Location

City* _____ State* _____ Zip Code* _____ - _____

Dispatch Center* _____ Latitude _____ Longitude _____

Latitude and Longitude are for future use.

3. Equipment Attributes

Blade Type* _____ Grapple* ○ Yes ○ No Plow Type* _____

Flywheel Horsepower Rating* _____ Ripper* ○ Yes ○ No Plow Depth* _____ *(inches)* Do you have enough employees for a double-shift?* ○ Yes ○ No

Winch* _____ Low Ground Pressure* ○ Yes ○ No Plow Width* _____ *(inches)*

4. Rates

Daily Rate* $ _____

Mobilization/Demobilization (Loaded Mile)* $ _____ *(Price per mile)*

Transport - Minimum Daily Guarantee (Transport of Heavy Equipment)* $ _____ *(Price per day)*

5. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

Resource Category
Transport, Type 1

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

License #* (Tractor) _____ State* (Tractor) _____ *(Where the license was issued)*

VIN or Serial #* (Tractor) _____ Equipment ID (Tractor) _____

Make* (Tractor) _____ Model* (Tractor) _____

Year* (Tractor) _____ DOT Inspection Issue Date* / / Insurance Policy Expiration Date* / /

I certify that my transport is rated at loads over 50,001 lbs* ○ Yes ○ No

2. Equipment Location

City* _____ State* _____ Zip Code* _____ - _____

Dispatch Center* _____ Latitude _____ Longitude _____

Latitude and Longitude are for future use.

3. Rates

Transport - Minimum Daily Guarantee (Standalone Transport)* $ _____ *(Price per day)*

Transport Mileage* $ _____ *(Price per mile)*

Do you have enough employees for a double shift?* ○ Yes ○ No

4. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

Resource Category
Transport, Type 2

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow.

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

License #* (Tractor) _____ State* (Tractor) _____ *(Where the license was issued)*

VIN or Serial #* (Tractor) _____ Equipment ID (Tractor) _____

Make* (Tractor) _____ Model* (Tractor) _____

Year* (Tractor) _____ DOT Inspection Issue Date* / / Insurance Policy Expiration Date* / /

I certify that my transport is rated at loads 35,001 to 50,000 lbs* ○ Yes ○ No

2. Equipment Location

City* _____ State* _____ Zip Code* _____ - _____

Dispatch Center* _____ Latitude _____ Longitude _____

Latitude and Longitude are for future use.

3. Rates

Transport - Minimum Daily Guarantee (Standalone Transport)* $ _____ *(Price per day)*

Transport Mileage* $ _____ *(Price per mile)*

Do you have enough employees for a double shift?* ○ Yes ○ No

4. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

Resource Category
Transport, Type 3

Please complete the required fields, which are indicated by an asterisk (*) and highlighted in yellow

For Agreement Phase Only:

☐ Withdraw this resource ☐ Replace this VIN or Serial Number

From this drop-down list, select the VIN or Serial Number that you wish to withdraw or select the VIN or Serial Number that you wish replace with the new VIN or Serial Number that you provide on this form.

1. Equipment Description

License #* (Tractor) _____ State* (Tractor) _____ *(Where the license was issued)*

VIN or Serial #* (Tractor) _____ Equipment ID (Tractor) _____

Make* (Tractor) _____ Model* (Tractor) _____

Year* (Tractor) _____ DOT Inspection Issue Date* / / Insurance Policy Expiration Date* / /

I certify that my transport is rated at loads up to 35,000 lbs* ○ Yes ○ No

2. Equipment Location

City* _____ State* _____ Zip Code* _____ - _____

Dispatch Center* _____ Latitude _____ Longitude _____

Latitude and Longitude are for future use.

3. Rates

Transport - Minimum Daily Guarantee (Standalone Transport)* $ _____ *(Price per day)*

Transport Mileage* $ _____ *(Price per mile)*

Do you have enough employees for a double shift?* ○ Yes ○ No

4. Contact Information

*Complete this section **ONLY** if the contact information is different than what is listed on the Vendor Company Information form.*

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

First Name _____ Last Name _____

Daytime Phone ( ) - Cell Phone ( ) - Evening Phone ( ) - FAX ( ) -

E-mail Address _____

Table of Contents

B01 Intro - Heavy Equipment
B02 Pricing - Heavy Equipment
B03 Basis of Award
B04 Summary - Heavy Equipment
C01 Terms and Conditions
C02 Clauses By Reference
C03 Agreement and Performance Period
C04 Authorized Personnel
C05 Claim Settlement Authority
C06 Changes to Agreements
C07 Contractor Liability
C08 Loss Damage or Destruction
C09 Firearm and Weapon Prohibition
C10 Harrassment Free Workplace
C11 Pre-Quote Meeting
D01 Scope - Heavy Equipment
D02 Equipment Requirements - Heavy Equipment
D03 Personnel Requirements - Heavy Equipment
D04 Equipment Reliability
D05 Availability
D06 Ordering - Heavy Equipment
D07 Property
D08 Information Provided by Contractor
D09 Laundry Service
D10 Campsite
D11 Commissary
D12 Timekeeping
D13 Contractor Representative
D14 First Aid
D15 Vehicle Cleaning - Heavy Equipment
D16 Pre-Award Inspection
D17 Incident Pre-Use Inspection
D18 Noncompliance
D19 Workmanship
D20 Performance Evaluations
D21 Payment - Heavy Equipment
D22 Replacement
D23 Exhibits
E00 Representations-Certifications -FAR 52.212
E01 TOC - Heavy Equipment
E02 Exhibit A - Heavy Equipment
E03 Exhibits B thru G
E04 Exhibit H
E05 Exhibit I
E06 Exhibit J - Heavy Equipment
E07 Exhibit K - Heavy Equipment
E08 Exhibit L

Clear Form | Save | Print

Contract Requirements

SECTION B

The intent of this solicitation is to obtain heavy equipment (dozers, excavators, and tractor plows; including transport of this heavy equipment to/from the incident) and transports as defined in this solicitation, for local, Regional, and Nationwide fire suppression, all-hazard incidents, and severity.

The Blanket Purchase Agreement resulting from this Request for Quote (RFQ) 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

This solicitation will result in multiple agreements. 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.

Proposed rates shall include, but are not limited to, labor, 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 meet(s) the specified standards. Included in the daily rate is the cost for the contractor provided support truck for fuel, maintenance, and operator transportation as well as the Contractor's representative attendance at the operational period briefings. 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. Transportation rates for mobilization and de-mobilization shall be provided as a minimum daily guarantee and mileage.

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.

NOTE: Offers may be submitted on one or all line items. A rate must be quoted for Mobilization/Demobilization and Transport Minimum Daily Guarantee. Failure to offer a quote in these two columns will result in the quote being rejected. You are responsible for getting your heavy equipment to the incident. You will be paid the greater of the Mileage or the Minimum Daily Guarantee for mobilization and demobilization of loaded equipment to and from the incident, or the greater of the Mileage or the Minimum Daily Guarantee. If the operator for the Transport is the same operator for the heavy equipment the rate for the

Minimum Daily Guarantee will be paid at 65% of the rate specified in the schedule above or the mileage rate, whichever is greater.

NOTE: An operator must be provided for all Transport items.

BASIS OF AWARD

The Government intends to award X number of Agreements, however, awards will only be made to those quoters offering a reasonable price and resources that are technically acceptable. Proposed pricing for ALL line items will be evaluated for reasonableness. Reasonable price technically acceptable will be the basis for the best value determination. See Section E.2.

METHOD OF AWARD - CASCADING SET-ASIDE PROCEDURE: (User Note: CO's shall also review this acquisition for offering under the 8(a) program (Ref. FAR 19.800(e)) and document as part of the market research to determine set-aside. If offered to 8(a), modify the following provision and solicitation clauses accordingly.)

1. Multiple awards of Blanket Purchase Agreements (BPA) resulting from this solicitation will be made using the following cascading set-aside order of preference: (CO to tailor based on results of market research).

a. In accordance with FAR Subpart 19.13, awards will be made on a competitive basis first to responsible, eligible HUBZone small business concerns. (Refer to Section C, Clause C.1, 52.219-3, Notice of Total HUBZone Set-Aside. This clause is applicable only to this tier of the solicitation, not the solicitation in its entirety.)
b. If there are insufficient HUBZone small business concerns to meet the anticipated need, additional awards will be made in accordance with FAR Subpart 19.14, to responsible, eligible Service Disabled Veteran Owned Small Business (SDVOSB) concerns. (Refer to Section C, Clause C.1, 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside. This clause is applicable only to this tier of the solicitation, not the solicitation in its entirety.)
c. If there are insufficient HUBzone and SDVOSB concerns to meet the anticipated need, additional awards will be made in accordance with FAR Subpart 19.5, to responsible small business concerns.

2. Orders issued against awarded BPAs will be made using the following order of preference: (CO to tailor based on results of market research).

a. Any order issued under the awarded BPAs will be made first to a HUBZone small business concern. Priority ranking for dispatch among HUBZone concerns will be determined using the method described in D.6.2.
b. If there are no HUBZone small business concerns available, orders will be issued to a SDVOSB concern. Priority ranking for dispatch among SDVOSB concerns will be determined using the method described in D.6.2.
c. If there are no HUBZone or SDVOSB concerns available, orders will be issued to small business concerns. Priority ranking for dispatch among small business concerns will be determined using the method described in D.6.2.

Nationally, a Contractor may only receive one award for an individual piece of equipment. The Contractor may choose to respond to solicitations from multiple geographic areas; but upon acceptance of an offer of award, all other offers will be considered withdrawn. Prospective offerors are cautioned to carefully consider the solicitations to which they respond.

SUMMARY

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). A user guide is available at http://www.fs.fed.us/business/incident/vipr.php.

2. Submit data sheets for all proposed equipment.

3. Provide proof of Annual Fireline Refresher training (ref. D.3.1) for all equipment operators and proof of S-130/190 for all tractor plow operators.

4. If the Contractor chooses not to complete "FAR 52.212-3, Offeror Representations and Certifications - Commercial Items" (see E.3) on-line, then a completed copy of this clause shall be submitted with the quote.

5. Register in or update information in CCR.

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/

NOTE: The Virtual Incident Procurement (VIPR) System is being developed and will be used by the Forest Service for all pre-season incident procurements. Vendors are required to access VIPR in order to respond to solicitations or access their awarded agreement. Access to VIPR requires that you obtain Level 2 eAuthentication, which provides the ability to conduct official electronic business transactions via the internet. Additional information regarding eAuthentication can be obtained at:
http://www.fs.fed.us/business/incident/eauth.php
OR by contacting your local acquisition office: http://www.fs.fed.us/business/incident/contacts.php#field

C.1 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2009)

(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:

_X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (3) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

__ (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (5) [Reserved]

_X (6)(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.

_X (7)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
__ (ii) Alternate I (OCT 1995) of 52.219-7.
__ (iii) Alternate II (MAR 2004) of 52.219-7.

_X (8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).

_X (9)(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.

_X (10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

__ (11) 52.219-16, Liquidated Damages Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.

__ (13) 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).

__ (14) 52.219-26, Small Disadvantaged Business Participation Program- Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f). CO to check if appropriate based on market research.

__ (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

_X (17) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X (18) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

_X (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_X (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

_X (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

_X (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

_X (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

_X (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

_X (25)(i)52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
__ (ii) Alternate I (AUG 2007) of 52.222-50.

__ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (27)(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)).
__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (29)(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.

__ (30) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

__ (31)(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, 109-53 and 109-169).
__ (ii) Alternate I (JAN 2004) of 52.225-3.
__ (iii) Alternate II (JAN 2004) of 52.225-3.

__ (32) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O. s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

__ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

__ (36) 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)).

__ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f),
10 U.S.C. 2307(f)).

__ (38) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

__ (39) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

__ (40) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

__ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ (42)(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:

_X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

_X (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.).

_X (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 (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the 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 settelement. 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 (e)(1)(i) through (xi) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
(ii) 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.
(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
(v) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
(vii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
(viii) 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.
(ix) 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.).
(x) 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.).
(xi) 52.222-54, Employment Eligibility Verification (JAN 2009).
(xii) 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

Estimated date of award is XXXX, 200X . The Agreement period is for three years from the date of award. An annual review will be conducted and at that time, Contractors will be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in

effect.

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.3.2 START WORK

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

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 knifes 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/.

C.11 PRE-QUOTE MEETING (Optional)

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

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

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

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

Location:
Date:
Time:

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

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

D.2.1.1 Equipment Typing (the typing on these tables is from lowest to highest horsepower and in reverse order as shown on the schedule)

DOZERS
- Type III - Min. 50 HP - 99 HP
- Type II - Min. 100 HP - 199 HP
- Type I - Min. 200 HP - 320 HP

EXCAVATORS
- Type IV - 60 - 80 HP rating
- Type III - 81 - 110 HP rating
- Type II - 111 - 155 HP rating
- Type I - 156 + HP rating

TRACTOR PLOWS
- Type III - Min. 50 HP - 99 HP
- Type II - Min. 100 HP - 199 HP

TRANSPORTS
- Type III - rated at loads up to 35,000 lbs.
- Type II - rated at loads 35,001 to 50,000 lbs.
- Type I - rated at loads over 50,001 lbs.

D.2.1.2 EQUIPMENT REQUIRMENTS

All equipment shall have:
- Carrier Insurance as required by 49 CFR 387.7 (applicable for transports when hauling another vendor's equipment).
- An audible reverse warning device (backup alarm) of 89 decibel or greater measured at 5 feet behind and in the center of the equipment.
- 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 and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- Axe or Pulaski and shovel
- Approved spark arrester on all naturally aspirated engines
- All factory guards shall be in place and in functional condition (i.e. engine compartment) (applicable for heavy equipment)
- Radiator protection (applicable for heavy equipment)
- Seat belts
- Flashlight
- Water, 1 gal drinking
- 5-person first aid kit
- Personal Protective Equipment. 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.

Contractor shall be responsible for ensuring that all personnel arrive with the following:

Personal Protective Equipment (PPE)

(1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not recommended).
(2) HARD HAT: Hardhat meeting NFPA Standard 1977 is required.
(3) GLOVES: One pair of heavy-duty leather per person.
(4) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).
(5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB. Earphones (headset) required with radio shall have built-in hearing protection.
(6) HEAD LAMP: With batteries and attachment for hardhat.
(7) FIRE SHELTER: Each person is required to possess a fire shelter that meets refurbishment standards. The New Generation Fire Shelter must be manufactured in accordance with US Forest Service Specification 5100-606. The old-style fire shelter (certified to NFPA 1977 or manufactured in accordance to US Forest Service Specification 5100-320) can be carried until January 1, 2010.
(8) FLAME RESISTANT CLOTHING (Shirt and Pants). A minimum of two full sets of flame resistant shirt and pants. For

routine fireline duties, flame resistant clothing must be certified to NFPA 1977.

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

D.2.1.2.1 Dozers. In addition to D.2.1.2, dozers shall have:

- Rollover Protective Structure (ROPS) meeting ISO 3471, ISO 8082, or SAEJ 1040 is required on all machines. A manufacturer's nameplate certifying the operator enclosure or alternative documentation that the cab meets these provisions is required. Modification of factory ROPS/FOPS (Cutting/Welding) and any aftermarket ROPS/FOPS requires certification to ISO 3471, ISO 8082, or SAEJ 1040.
- Operator Protection. Shall meet all applicable Federal and State logging safety standards and must have operator protection, such as a Forestry cab package with wire mesh or safety glazing that provides equivalent protection. Stand-alone safety glass does not provide equivalent protection to wire mesh, however it may be used as part of the window glazing system. Polycarbonate windows are not "glass" and may be acceptable as a stand-alone window guard. Any machine cab meeting ISO 8084 or SAE 1084 fulfills this requirement. 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. The 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. The covering shall be affixed to the structural members so that ample clearance will be provided between the screen and the back of the operator and shall provide maximum rearward visibility. Open mesh shall be extended forward as far as possible from the rear corners of the cab sides to provide the maximum protection against obstacles, branches, etc., entering the cab area. Deflectors, which may be part of the cab, shall be installed in front of the operator area to deflect whipping saplings and branches. Deflectors shall be located so as not to impede visibility and access to the cab.
- Lighting (2 rear, 4 forward). Lights shall be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the blade.
- Underbody protection (belly pan, rock guards unless not recommended by manufacturer)
- Full "U" blades and/or cable blades ARE NOT ACCEPTABLE. See D.23, Exhibit A for definition.
- Winch Minimum Standards. (If equipped)
  - 50-100 HP - Minimum 30,000 lb. with a minimum of 50 feet of 5/8" cable
  - 101-139 HP - Minimum 50,000 lb. with a minimum of 50 feet of 3/4" cable
  - 140-179 HP - Minimum 60,000 lb. with a minimum of 50 feet of 7/8" cable
  - 180-320 HP - Minimum 80,000 lb. with a minimum of 50 feet of 1" cable

D.2.1.2.2 Tractor/Plow. In addition to D.2.1.2, tractor/plows shall have:

- Rollover Protective Structure (ROPS) meeting ISO 3471, ISO 8082, or SAEJ 1040 is required on all machines. A manufacturer's nameplate certifying the operator enclosure or alternative documentation that the cab meets these provisions is required. Modification of factory ROPS/FOPS (Cutting/Welding) and any aftermarket ROPS/FOPS requires certification to ISO 3471, ISO 8082, or SAEJ 1040.
- Operator Protection. Shall meet all applicable Federal and State logging safety standards and must have operator protection, such as a Forestry cab package with wire mesh or safety glazing that provides equivalent protection. Stand-alone safety glass does not provide equivalent protection to wire mesh, however it may be used as part of the window glazing system. Polycarbonate windows are not "glass" and may be acceptable as a stand-alone window guard. Any machine cab meeting ISO 8084 or SAE 1084 fulfills this requirement. 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. The 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. The covering shall be affixed to the structural members so that ample clearance will be provided between the screen and the back of the operator and shall provide maximum rearward visibility. Open mesh shall be extended forward as far as possible from the rear corners of the cab sides to provide the maximum protection

against obstacles, branches, etc., entering the cab area. Deflectors, which may be part of the cab, shall be installed in front of the operator area to deflect whipping saplings and branches. Deflectors shall be located so as not to impede visibility and access to the cab.
- Lighting (2 rear, 4 forward). Lights shall be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the blade.
- Underbody protection (belly pan, rock guards unless not recommended by manufacturer)
- Drip Torch Carrier
- Angle Blade
- Plow - Minimum Standards
  - Plow Construction shall be compatible with Established Industry Design Principles
  - Plow Points and Discs shall be of sufficient size and quality to accomplish the construction of fireline under normal soil conditions

Standard Pull Behind Plow
- Fesco/Mathis Brand or Equivalent
- Minimum Plow Width wing tip to wing tip of 60"
- Swivel Type Drawbar Coupling
- Minimum Plow Depth of 12"
- Quick Coupling System for Hydraulic lines
- Hydraulic cylinder to raise and lower plow
- Minimum of 20 Ply Tires
- Plow Disc Thickness is 3/8" min. on 20" disc
- 3/8" inch Thick Coulter Blade

Swing Axle Pull Behind Plow
- Fesco/Mathis Brand or Equivalent
- Minimum Plow Width wing tip to wing tip of 60"
- Swivel Type Drawbar Coupling
- Minimum Plow Depth of 20"
- Quick Coupling System for Hydraulic lines
- Hydraulic cylinder to raise and lower plow
- Minimum of 20 Ply Tires
- Plow Disc Thickness is 3/8" min. on 20" disc
- 3/8" inch Thick Coulter Blade

Rear Tractor Mounted Plow
- Fesco/Mathis Brand or Equivalent
- Minimum Plow Width wing tip to wing tip of 60"
- 3/8" inch Thick Coulter Blade
- 1 1/4 " Spring Rods
- Hydraulic Cylinder fro Depth Control

- Programmable Radio. A VHF-FM radio with a headset, boom microphone (mic), and push-to-talk (PTT) capability. A handheld radio shall be available. A mobile radio is acceptable as long as a handheld radio is also available.

A. VHF-FM Mobile Radio

1. A VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed. The radio shall provide selection of either wideband (25.0 kHz) or narrowband (12.5 kHz) channel spacing on each channel and operate from 148 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and

develop a minimum of 30 watts nominal output power.

2. Transceivers shall be set to operate in the analog narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

3. The use of appropriate VHF-FM handheld radios with suitable output power booster units is permissible. See the below VHF-FM Handheld Radio section for handheld radio requirements.

Note: It is highly recommended that a programming "cheat sheet" accompany the dozer.

B. VHF-FM Handheld Radio

1. A VHF-FM two-way handheld radio operating from 148 MHz to 174 MHz shall be carried by the operator. The radio shall provide selection of either wideband (25.0 kHz) or narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 1 watt nominal output power but no more than 10 watts nominal output power. Modified radios or Family Service Radios (FRS) are not acceptable.

2. Transceivers shall be set to operate in the analog narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

3. When the above VHF-FM Mobile Radio requirement is met with the use of a VHF-FM Handheld Radio with output power booster, that handheld VHF-FM radio may be used to comply with this section as long as the handheld radio complies with all specified VHF-FM Handheld Radio requirements. The VHF-FM handheld radio must be removable and still operate as a handheld radio.

4. Handheld Radio Batteries. At least two fully charged batteries per radio are required at the beginning of each shift. These contractor provided batteries must operate the handheld radio throughout the shift. It is highly recommended that all handheld radios utilize an AA alkaline battery clamshell. A source of 115 AC power may not be locally available for rechargeable batteries.

Note: It is highly recommended that a programming "cheat sheet" accompany the handheld radio. Additionally, the handheld radio should have a carrying case or chest pack carrier.

C. Radio Headset

1. Any radio used by an operator while the equipment is in operation shall utilize a headset with a boom mic (Field Support Services (www.helifire.com) KS-H3340 or equivalent) with PTT switch which connects to the dozer's VHF-FM radio. The headset shall not impede the safe placement and security of the dozer operator's PPE (i.e. hardhat).

2. The headset shall receive audio from the equipment's radio. The headset shall provide sufficient volume from the equipment's radio to be easily discernible while the equipment is in normal operation.

3. The headset's boom mic shall provide the equipment's radio with transmitter microphone input. Transmitted microphone audio output shall be clear and easily understandable.

4. The headset shall utilize a radio PTT switch that activates the equipment's radio (such as the Field Support Services (www.helifire.com) SPH-EPH-36 for B/K type radios or equivalent). The PTT switch should clip to the operators clothing.

5. Radio Batteries: At a minimum, two batteries per radio are required. Clamshell 1.5V AA would have to be provided by the contractor to recharge other types of batteries. Due to the explosive nature of their chemistry Lithium Ion batteries are not acceptable.

6. The Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations when using Federal Agency frequencies and with all Federal Communications Commission (FCC) rules and regulations when using State Agency frequencies. The Contractor shall not use the fire fighting/incident frequencies for other than fire suppression activities. All Incident, Federal and State frequencies shall be removed prior to demobilization from the incident.

D.2.1.2.3 Excavators. In addition to D.2.1.2, excavators shall have:

- Operator Protection System. Shall have a factory canopy with deflectors installed in front of the operator area to deflect whipping saplings, branches and debris broken off by the action of the bucket or hydraulic thumb. Deflectors shall be located so as not to impede visibility and access to the cab but still protect the operator from frontal damage.
- Capability of operating at manufacturer's limitations (i.e., slope).
- Lighting (2 forward). Lights shall be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the bucket/thumb.
- Hydraulic thumb or clamshell. See D.23, Exhibit A for definition.
- 360 degree swing machines must have a factory canopy with deflectors installed in front of cab to deflect whipping saplings, branches and debris broken off by the hydraulic thumb. Deflectors shall be located so as not to impede visibility and access to the cab but still protect the operator from frontal damage.

D.2.1.2.4 Transports. In addition to D.2.1.2, transports shall have:

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.

D.2.2 TRANSPORTATION

The Contractor is responsible for transporting the dozer/excavator/tractor plow to and from the incident. 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:
- Meeting all state and federal requirements, such as weight restrictions and hauling permits;
- All special permits;
- Providing all pilot cars when required by a permitting agency.

Equipment may not be unloaded immediately and the Contractor is responsible for all costs associated with the transport until the equipment is unloaded and the transport is released. The transport may be retained at the incident for the sole purpose of transporting the equipment that was originally ordered; the minimum daily guarantee will be paid until the transport is released. This must be documented on the shift ticket and in the Incident Action Plan. If there is no Incident Action Plan (i.e., smaller

incidents) approval by the Incident Commander is acceptable. 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 AN EXISTING AGREEMENT ISSUED UNDER THIS SOLICITATION (ITEMS 10, 11, AND/OR 12), AND MUST BE ORDERED WITH A SEPARATE RESOURCE ORDER NUMBER. THE POINT OF HIRE WILL BE THE INCIDENT.

FOR INITIAL ATTACK/SEVERITY, TRANSPORT IS REQUIRED TO REMAIN WITH THE EQUIPMENT.

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

D.2.2.1 Tires shall have loading rating 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 inch for rear tires and 4/32 inch for steering axle tires.

D.2.2.2 Prohibited Marking

Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.3 PERSONNEL REQUIREMENTS

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).

D.3.1 Training/Experience

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.)

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

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 AVAILABILITY

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

D.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 DISPATCH PRIORITY

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:

a. 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 will not be used during initial attack and Contractor resources may or may not be used.

b. Tribal preference policy established within reservation jurisdiction.

c. 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.

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 EQUIPMENT FOR DISPATCH PRIORITY

Dozers/Excavators/Tractor Plows:

All resources on an awarded Agreement will be ranked on a priority dispatch list by Host Dispatch Zone or Geographic Area. Priority will be given to those small business concerns identified in Section B, Method of Award - Cascading Set-Aside Procedure. 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 priority dispatch 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 .

Transports:
All resources on an awarded Agreement will be provided on a resource list to the Host Dispatch Zone or Geographic Area. Within each small business program category, as defined in Section B, Method of Award - Cascading Set-Aside Procedure, equipment will be dispatched based on the attributes that best meet the needs of the government.

Advantages
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 following is a list of the advantages and associated points for each category. A complete breakdown can be found in Exhibit J. Separate priority lists will be generated for each Type of dozer and tractor plow.

Dozer (Type I)
a. Horsepower 9 possible points
b. Blade 6 possible points
c. Winch 1 possible point

Dozer/Tractor Plow (Type II)
a. Horsepower 9 possible points
b. Blade 6 possible points
c. Winch 1 possible point

Dozer/Tractor Plow (Type III)
a. Horsepower 6 possible points
b. Blade 6 possible points
c. Winch 1 possible point

Attribute, not given points
- Ripper
- Grapple
- Low Ground Pressure

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.

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

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.

D.6.3 ORDERING PROCEDURES FOR RESOURCES

D.6.3.1 Following Agreement award, each host dispatch center will have an established priority dispatch list showing the resources located within their Host Dispatch Zone or Geographic Area. The Government intends to dispatch contractor resources (dozer, excavator, and tractor plow) based on this priority ranking for other than initial attack. Transports will be dispatched based on the attributes that best meet the needs of the government (Ref. D.6.2), and will not be ranked in a priority order.

D.6.3.2 If all contractor resources on the priority list are depleted within the Host Dispatch Zone or Geographic Area, orders will be placed utilizing established dispatch procedures.

D.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS.

D.6.4.1 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

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

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

D.6.5 DISPATCHING PROCEDURES

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

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

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

D.6.6 EMERGENCY INCIDENT DRIVING

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business

Management Handbook (IIBMH) (FSH 5109.34). The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: http://www.nwcg.gov/pms/pubs/IIBMH2/iibmh.pdf The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

D.6.7 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.21.8.3(d).

D.6.8 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

D.6.9 RELEASE

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

D.7 PROPERTY

D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

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.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.21.5 Remain Overnight Allowance (RON)).

D.11 COMMISSARY

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

D.12 TIMEKEEPING

Refer to D.21.9.2

D.13 CONTRACTOR'S REPRESENTATIVE

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

D.14 FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 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. 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.
While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

D.16 PRE-AWARD

A pre-award inspection will not be done.

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 will perform inspections utilizing form OF-296 "Vehicle/Heavy Equipment Safety Inspection Checklist" to insure compliance with the Agreement requirements. The Contractor shall provide proof of insurance (cab card) and a current vehicle registration.

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.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

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

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 will be input into the National Institutes of Health (NIH) Contractor Performance System (CPS) and will be used in past performance evaluations for future procurements and to monitor performance throughout the agreement year. Contractors must register in CPS, at http://cps.od.nih.gov. Once at the site, click on the "Contractor Information" tab; then click on "CPS Contractor Registration" to complete the registration. Registering will also enable you to review and respond to your performance evaluations.

D.21 PAYMENTS

Payments will be made in accordance with D.21.8.

When resources are ordered for severity assignments, the following payment will be made:

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.

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.

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 Government's discretion.

D.21.1 BRIEFINGS

All operators 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 $75 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)

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.21.6 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.21.7 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 dispatch center in accordance with D.21.8.

D.21.8 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.21.8.3.

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

the following:

1. Heavy Equipment

a. DOUBLE SHIFT equipment is staffed with two operators or crews (one per shift). 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.

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

c. MINIMUM DAILY GUARANTEE - For each calendar day that the transport is required to remain at the incident, prior to off-loading the dozer/excavator/tractor plow, the minimum daily guarantee will be paid. 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. HEAVY EQUIPMENT THAT HAS ONE OPERATOR FOR THE TRANSPORT AND THE HEAVY EQUIPMENT WILL BE PAID AT 65% OF THE RATE FOR THE TRANSPORT MINIMUM DAILY GUARANTEE.

d. Once a transport is released, no further payment will be made for the transport under this agreement; until the transport is ordered for demobilization. If the contractor elects to keep the transport at the incident location after it is released by the government, no further payment is due. IF THE TRANSPORT IS RETAINED BY THE INCIDENT FOR TRANSPORTING OTHER EQUIPMENT, THE COMPANY OWNING THE TRANSPORT MUST HAVE AN EXISTING AGREEMENT ISSUED UNDER THIS SOLICITATION (ITEMS 10, 11, AND/OR 12), AND MUST BE ORDERED WITH A SEPARATE RESOURCE ORDER NUMBER. THE POINT OF HIRE WILL BE THE INCIDENT. AT NO TIME WILL THE TRANSPORT BE PAID MORE THAN ONCE FOR A SINGLE DAY.

e. MILEAGE - Shall apply to the transport when transporting the equipment to and from an incident. Payment shall be made for the mileage rate or minimum daily guarantee, whichever is greater.

2. Transports (Items 11, 12, and 13)

a. 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.

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

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 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 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.

D.21.9 INVOICING PROCESS

D.21.9.1 The resource shall have two copies of the Agreement with the resource order information 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 operator's 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 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 RESOURCE REPLACEMENT OR SUBSTITUTION

The intent of this clause is to provide permanent substitution of resources, not intermittent or additional resources. The Contractor is obligated to provide the resources offered in the proposal. New resources may not be added to the agreement with the exception of substituted resources as provided below.

D.22.1 Repair and/or Replacement of Resources

Repair or replacement of resources with equal or better equipment may be done at any time without change to the Agreement rates or position on the priority dispatch list.

D.23 LIST OF EXHIBITS

Provided as a separate attachment

SECTION E
SOLICITATIONS PROVISIONS

E.1 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS. (JUNE 2008) (Tailored)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

(b) *Submission of offers*. Submit a quote in the Virtual Incident Procurement (VIPR) System at or before the exact time specified in this solicitation. Offers must also include:

(1) An operating plan providing a description of the equipment being offered including the capacity of the machines as well as estimated production rates per day to show how the minimum production rate for the type of unit (Type 1 or Type 2) will be met.
(2) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);
(3) Acknowledgment of Solicitation Amendments;
(4) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
(5) Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting

Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

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

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

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

(i) ASSIST (http://assist.daps.dla.mil).
(ii) Quick Search (http://assist.daps.dla.mil/quicksearch/)
(iii) ASSISTdocs.com (http://assistdocs.com).

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

(i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

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

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

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

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

E.2 FAR 52.212-2 Evaluation – Commercial Items (JAN 1999) (Tailored)

The Government expects to award multiple Agreements resulting from this solicitation to those Quoters whose quote is reasonably priced and technically acceptable.

A. **Basis of Award**. The Government will award an Agreement to those quoters offering a reasonable price and resources that are technically acceptable. (See Section B, Method of Award – Cascade Set-Aside Procedure). Reasonable price, technically acceptable is the basis for the best value determination.

1. Technical Acceptability. Technical acceptability will be determined on a pass/fail basis. An offer will "pass" if the offered resource meets the minimum requirements stated in the specifications and has acceptable past performance.

   Past performance is a measure of the degree to which the customer(s) has been satisfied in the past, and complied with Federal, state, and local laws and regulations and will be based on evaluations received for the quoter on incidents and other related experience within the past 36 months.

   A neutral rating will be given to Quoters with no past performance data.

2. Reasonable Price. The quoted price will be evaluated for reasonableness in accordance with the Federal Acquisition Regulations. Price is not the determining factor for award, but rather, a factor for consideration

B. **Notice of Award**. An electronic offer of award and instructions to accept the offer of award will be electronically mailed to the quoter's e-mail address as provided in VIPR. Quoters shall accept offer of award within 10 calendar days of receipt of offer. Failure to accept offer of award within specified time implies rejection of offer.

E.3 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUNE 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern—

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

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

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

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

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

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

Note: Complete paragraphs (c) (6) and (c) (7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) [*Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).*] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) [*Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).*] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	**Average Annual Gross Revenues**
[ ] 50 or fewer	[ ] $1 million or less
[ ] 51-100	[ ] $1,000,001-$2 million
[ ] 101-250	[ ] $2,000,001-$3.5 million
[ ] 251-500	[ ] $3,500,001-$5 million
[ ] 501-750	[ ] $5,000,001-$10 million
[ ] 751-1,000	[ ] $10,000,001-$17 million

[ ] Over 1,000	[ ] Over $17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

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

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

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

Canadian End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

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

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

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

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

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

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

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

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

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples*.

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired*

under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Products:

Listed End Product	Listed Countries of Origin:

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

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

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

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

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

(2) [ ] Outside the United States.

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

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (*26 U.S.C. 6109, *31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent*.

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

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

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

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

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address*. The offeror represents that its address [ ] is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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 – Specification Data Sheets
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:

AGENCY: See "Government".

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

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

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

CCR: Contractor Central Registration

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).

DESIGNATED DISPATCH POINT (DDP): Physical address where the resource is located

DOZER BLADE CONFIGURATIONS:

- FULL U BLADE: A blade that is designed to move large amounts of materials and will have a highly curved and tall face to the blade. This blade will normally have large side wings to carry material.
- SEMI-U COMBINATION BLADE: A blade that is shorter, has less curvature and smaller side wings.
- STRAIGHT BLADE: A blade that has no lateral curve or sidewalls.

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 in Section B): 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 that have had 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.

FS: Forest Service

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

FMCSA: Federal Motor Carrier Safety Administration

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) Put Cooperators (States) in here

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.

ICS: Incident Command System

IIBMH: Interagency Incident Business Management Handbook

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

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.

OPERATIONAL PERIOD: Equal to one shift, an operational period is defined by the incident action plan.

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 Contractor's place of business or where resource is located at the time of dispatch.

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: (Use definition in Interagency Incident Business Management Handbook)
- 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.

RON: Remain Over Night

ROSS: Resource Ordering and Statusing System

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.

SUPPRESSION: All the work of extinguishing or confining a fire beginning with its discovery

UNDER HIRE: Refer to D.21.8.

WORK/REST: Refer to D.6.7.

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: Mangers 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

WD 95-0221 (Rev.-20) was first posted on www.wdol.gov on 06/24/2008
Emergency Incident/Fire Safety Services
****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
Shirley F. Ebbesen Division of Wage Director Determinations	Wage Determination No: 1995-0221 Revision No: 20 Date Of Revision: 06/19/2008

NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska.
Alaska: 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 Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01613 - Word Processor III	
Continental U.S.	17.57
Alaska	17.57
Hawaii	17.33
05000 - Automotive Service Occupations	
05190 - Motor Vehicle Mechanic	
Alaska	24.78
Hawaii	16.47
Midwestern Region	19.57
Northeast Region	18.37
Southern Region	17.11
Western Region	19.79
05220 - Motor Vehicle Mechanic Helper	
Alaska	17.93
Hawaii	12.68
Midwestern Region	12.69
Northeast Region	14.30
Southern Region	11.04
Western Region	13.40
07000 - Food Preparation And Service Occupations	

07010	- Baker	
	Alaska	14.89
	Hawaii	14.87
	Midwestern Region	12.48
	Northeast Region	14.16
	Southern Region	10.19
	Western Region	15.55
07041	- Cook I	
	Alaska	12.82
	Hawaii	12.52
	Midwestern Region	9.17
	Northeast Region	11.45
	Southern Region	8.74
	Western Region	10.46
07042	- Cook II	
	Alaska	14.72
	Hawaii	13.98
	Midwestern Region	10.33
	Northeast Region	12.90
	Southern Region	9.85
	Western Region	11.78
07070	- Dishwasher	
	Alaska	10.99
	Hawaii	12.05
	Midwestern Region	7.43
	Northest Region	7.96
	Southern Region	7.73
	Western Region	8.01
07130	- Food Service Worker	
	Alaska	11.20
	Hawaii	11.14
	Midwestern Region	8.76
	Northeast Region	10.51
	Southern Region	8.31
	Western Region	9.12
07210	- Meat Cutter	
	Alaska	18.27
	Hawaii	17.75
	Midwestern Region	15.39
	Northeast Region	17.93
	Southern Region	12.83
	Western Region	16.81
12000	- Health Occupations	
12040	- Emergency Medical Technician	
	Continental U.S.	15.62
	Alaska	21.43
	Hawaii	17.56
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	
	Alaska	20.59
	Hawaii	16.04
	Midwestern Region	14.79
	Northeast Region	14.46
	Southern Region	12.23
	Western Region	15.82
21150	- Stock Clerk	
	Alaska	13.30
	Hawaii	10.49
	Midwestern Region	11.75

	Northeast Region	11.57
	Southern Region	11.25
	Western Region	11.90
23000	- Mechanics And Maintenance And Repair Occupations	
23021	- Aircraft Mechanic I	
	Continental U.S.	26.85
	Alaska	26.11
	Hawaii	26.99
23040	- Aircraft Mechanic Helper	
	Continental U.S.	20.19
	Alaska	20.47
	Hawaii	19.48
23060	- Aircraft Servicer	
	Continental U.S.	23.02
	Alaska	22.87
	Hawaii	22.60
23160	- Electrician, Maintenance	
	Alaska	29.46
	Hawaii	25.39
	Midwestern Region	22.12
	Northeast Region	23.71
	Southern Region	18.91
	Western Region	22.58
23440	- Heavy Equipment Operator	
	Alaska	24.10
	Hawaii	17.15
	Midwestern Region	19.57
	Northeast Region	18.37
	Southern Region	17.11
	Western Region	19.79
23470	- Laborer	
	Alaska	14.63
	Hawaii	14.19
	Midwestern Region	11.90
	Northeast Region	12.01
	Southern Region	9.68
	Western Region	11.24
23530	- Machinery Maintenance Mechanic	
	Alaska	27.50
	Hawaii	27.13
	Midwestern Region	16.96
	Northeast Region	17.74
	Southern Region	13.43
	Western Region	16.82
23580	- Maintenance Trades Helper	
	Alaska	20.10
	Hawaii	15.51
	Midwestern Region	15.97
	Northeast Region	14.91
	Southern Region	13.42
	Western Region	13.85
27000	- Protective Service Occupations	
27070	- Firefighter	
	Alaska	11.14
	Hawaii	9.08
	Midwestern Region	6.96
	Northeast Region	7.66
	Southern Region	7.02
	Western Region	7.66

31000	- Transportation/Mobile Equipment Operation Occupations	
31030	- Bus Driver	
	Alaska	20.22
	Hawaii	13.13
	Midwestern Region: 1 1/2 to 4 tons	16.66
	Midwestern Region: over 4 tons	17.42
	Midwestern Region: under 1 1/2 tons	12.47
	Northeast Region: 1 1/2 to 4 tons	17.08
	Northeast Region: over 4 tons	17.83
	Northeast Region: under 1 1/2 tons	13.25
	Southern Region: 1 1/2 to 4 tons	15.23
	Southern Region: over 4 tons	15.78
	Southern Region: under 1 1/2 tons	8.48
	Western Region: 1 1/2 to 4 tons	15.69
	Western Region: over 4 tons	16.13
	Western Region: under 1 1/2 tons	9.88
31361	- Truckdriver, Light	
	Alaska	18.93
	Hawaii	10.35
	Midwestern Region	12.47
	Northeast Region	13.25
	Southern Region	8.48
	Western Region	9.88
31362	- Truckdriver, Medium	
	Alaska	20.50
	Hawaii	13.12
	Midwestern Region	16.66
	Northeast Region	17.08
	Southern Region	15.17
	Western Region	15.69
31363	- Truckdriver, Heavy	
	Alaska	21.66
	Hawaii	14.32
	Midwestern Region	17.42
	Northeast Region	17.83
	Southern Region	15.78
	Western Region	16.72
31364	- Truckdriver, Tractor-Trailer	
	Alaska	22.81
	Hawaii	14.51
	Midwestern Region	20.72
	Northeast Region	17.95
	Southern Regioon	16.59
	Western Region	17.07
47000	- Water Transportation Occupations	
47021	- Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
	Alaska	14.72
	Hawaii	13.98
	Midwestern Region	10.33
	Northeast Region	12.90
	Southern Region	9.85
	Western Region	11.78
92000	- Non Standard Occupations	
(not set)	- Chief Cook	
	Alaska	19.57
	Hawaii	23.45
	Midwestern Region	17.25

	Northeast Region	20.87
	Southern Region	15.80
	Western Region	19.21
(not set)	- Environmental Protection Specialist	
	Alaska	30.84
	Hawaii	28.53
	Midwestern Region	25.95
	Northeast Region	31.12
	Southern Region	26.43
	Western Region	27.33
(not set)	- Fire Safety Professional	
	Alaska	30.84
	Hawaii	28.53
	Midwestern Region	25.95
	Northeast Region	31.12
	Southern Region	26.43
	Western Region	27.33
(not set)	- Aircraft Quality Control Inspector	
	Continental U.S.	28.07
	Alaska	27.30
	Hawaii	28.22
99000	- Miscellaneous Occupations	
99730	- Refuse Collector	
	Alaska	10.80
	Hawaii	9.99
	Midwestern Region	9.24
	Northeast Region	10.55
	Southern Region	6.99
	Western Region	8.99

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)

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

HEALTH & WELFARE (Hawaii): $1.37 per hour, or $54.80 per week, or $237.47 per month hour 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 $3.24 per hour.

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 regrading 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 ordance, (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 ordance, 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 ordance, 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

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. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract.
{See Section 4.6 (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 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, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 insure 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 programes; (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.

EXHIBIT E - Standard Contractor Performance Report

Evaluation Type: Interim _ Final _ (*check one*)			
Evaluating Organization *(Fire Name)*:		**Reporting Period: From to**	
Contracting Office:		**Contract Number:**	**Order Number** *(Resource Order/ #)*:
Contractor Name:		**Contractor Address:**	
DUNS:		**City:**	**State:**
Additional or Alternate Contractor Name:		**Zip/Postal Code:**	**Country:**
TIN:	**Industrial Code (NAICS):**	**Commodity Code:**	**Contract Type:**
Contract Award Date:	**Contract Expiration Date:**		**Contract Value:**
Requirement Description *(Equipment Type)*:			

Highlighted blocks are required to be completed.

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

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

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

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:
Email Address:

Contracting Officer:
Name:
Phone:
Fax:
E-Mail Address:

Rating Guidelines

Quality of Product or Service

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not lik performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing 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 commens additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and 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 tl circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

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

Timeliness of Performance

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

Uns	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cann 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.
Goo	There are no, or minimal, delays that impact achievement of contract requirements.
Exce	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outs	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be u 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

Uns	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitut 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.
Goo	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Exce	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outs	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be u 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 sigh 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 will be available and used in any vehicle when in motion. It is the operator's responsibility to ensure compliance.

E. and F. – NOT APPLICABLE to this solicitation.

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

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 ☒ CONTRACTOR ❑ GOVERNMENT
9. SERIAL NUMBER 47A89876	10. LICENSE NUMBER 4T-89876	11. OPERATING SUPPLIES FURNISHED BY ☒ CONTRACTOR (wet) ❑ GOVERNMENT (dry)

12.DATE MO/DAY/YR	13. EQUIPMENT USE				14. REMARKS (released, down time and cause, problems, et
	START	STOP	HOURS/DAYS/MILES(circle one) WORK	SPECIAL	PAUL JONES – OPERATOR
09/15/07	0600	1800	12		
					15. EQUIPMENT STATUS ☒a. Inspected and under agreement ❑ b. Released by Government ❑ c. Withdrawn by Contractor
					16. INVOICE POSTED BY (Recorder's initials)

17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	18. GOVERNMENT OFFICER'S SIGN	19. DATE SIGNED
Paul L. Jones- Owner	SAMUAL JONES – DIV SUP.	09/15/07

NSN 7540-01-119-562850297-102

OPTIONAL FORM 297 (
U

EXHIBIT H

Insert exhibits on terms & conditions for states in your Geographic Area if applicable

EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

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

EXHIBIT J –ADVANTAGES

Type 3 Dozer/Tractor Plow

Factors	Attributes	Value	Importance Factor	Advantage Points**
Horsepower	50-74	1	3	3
	75-99	2		6
Winch	No	0	1	0
	Yes	1		1
Blade Type	Straight	0	2	0
	Manual Angle	1		2
	6-Way Hydraulic	3		6

Type 2 Dozer/Tractor Plow

Factors	Attributes	Value	Importance Factor	Advantage Points**
Horsepower	100-132	1	3	3
	133-165	2		6
	166-199	3		9
Winch	No	0	1	0
	Yes	1		1
Blade Type	Straight	0	2	0
	Manual Angle	1		2
	6-Way Hydraulic	3		6

Type 1 Dozer

Factors	Attributes	Value	Importance Factor	Advantage Points**
Horsepower	200-241	1	3	3
	242-281	2		6
	281-350	3		9
Winch	No	0	1	0
	Yes	1		1
Blade Type	Straight	0	2	0
	Manual Angle	1		2
	6-Way Hydraulic	3		6

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

Insert a map of your Geographic Area here.