

2004-2006

**PACIFIC NORTHWEST BUS SERVICE REQUIRMENTS,
TERMS AND CONDITIONS**

Note pages of the original solicitation that do not pertain to the requirements of this agreement or terms and conditions have been removed, so the page numbers may be different from the original solicitation which contained 36 pages

GENERAL INFORMATION

SCOPE OF AGREEMENT

- (a) Furnish all labor, materials, tools, equipment, transportation, permits, insurance, and supervision to perform the work identified in the following attachments which form a part of the solicitation and any resultant Emergency Equipment Rental Agreement (EERA).
- (b) Passenger motor carriers offered buses (school type) shall be capable of comfortably transporting a 20-person firefighting crew and their equipment, be registered, licensed, and meet DOT requirements. Offeror shall identify where the buses will be physically located within the Pacific Northwest Geographic Area (Oregon and Washington).

- (1) EQUIPMENT LISTING: Furnish a summary listing of each passenger vehicle. This listing shall identify for each vehicle the applicable vehicle type, make and model information, model year, license number (including state), apportioned plates, vehicle identification number (VIN), owner's vehicle unit identification number (if applicable), whether it is equipped with the required storage, equipped with exterior boxes meeting flammable storage requirements, and the physical location of each bus which will be used as the point of hire for initial dispatch purposes. Please list any special features of each vehicle, such as two-way radios or useful information which may benefit ordering officials in making a dispatch decision. Buses must have cages to store equipment/gear. As an alternative, the contractor can supply a chase vehicle with operator for the equipment at no extra cost to Government. Crew Bus Drivers, and/or chase vehicle operators, are to wear Flame Resistant Clothing and be provided and trained in the use and deployment of a Fire Shelter.

Note: *Vendors will be required to provide their own flame resistant clothing and fire shelters as of June 01, 2005. Other agency bus agreements are currently in place requiring the vendor to furnish their own flame resistant clothing and fire shelters. Those vendors who can provide their own fire clothing and fire shelters for the 2004 season may be considered more advantageous for dispatch purposes on orders placed by those agencies.*

- (2) OPERATING AUTHORITY: Furnish a copy of current operating authorities, permit numbers, and the name and location (state) of the issuing authority organization. This authority is provided by DOT.
- (3) INSPECTIONS AND INSURANCE:
 - (A) Furnish copies of current Department of Transportation (DOT) safety inspections and insurance coverage for each passenger vehicle required by the applicable regulatory authorities.
 - (B) Although not mandatory a Commercial Vehicle Safety Alliance (CVSA) sticker is highly recommended. This should result in a less intensive inspection when dispatched to an incident. For more information on this sticker contact your State Department of Transportation.
 - (C) Buses shall meet the safety and insurance requirements applicable to the jurisdictions in which they are expected to operate. Buses used in interstate transportation shall meet the insurance requirements of DOT Regulation CFR 49, 287.33, which specifies a minimum \$5,000,000 insurance coverage.
 - (D) All Commercial Vehicles shall have DOT numbers issued to them by the US DOT and shall be displayed on the vehicle.
 - (E) The company name must be displayed on the vehicle. Lettering on this shall be a minimum of 2 inches in height.
- (4) CONTACT POINTS: Furnish a listing of the names of contact people and their corresponding telephone numbers that the Government would need for making vehicle availability inquiries and for placing orders.
- (5) Drivers shall have valid CDL with passenger endorsement and current medical card. A valid vehicle registration, proof of liability insurance and a copy of the current safety inspection shall be kept with vehicle and available for review.
- (6) Once rates have been established the rates will remain in effect for the period of performance cited in Block 3 of the EERA. Period of performance will be from award to May 31, 2006, unless superseded by an agreement meeting national bus standards/requirements. If after award, the Contractor obtains additional equipment of the same size and configuration, that equipment may be added to this contract at the Government's option at the same price as equipment originally awarded.

Special Note

Congress has mandated a complete restructuring of the Federal radio frequency spectrum within the United States. As a result of the mandate, the National Telecommunications and Information Administration (NTIA) has required all **Federal** VHF radios (radios that operate on frequencies between 148 Mhz and 174 Mhz) to be "narrowbanded" by January 1, 2005. At this time we are encouraging contractors with radios to consider this action to ensure compatibility with the new equipment.

SCHEDULE OF ITEMS

DOT NUMBER: SHOWN ON VENDORS EERA

Motor Carriers No. SHOWN ON VENDORS EERA

01 BUS - CREW CARRYING BUS (SCHOOL TYPE)

Vehicle type: AS PER OFFER Passenger Capacity (adults): 20+ ADULTS

Pricing:

Daily Rate: \$ AS PER EERA per day

Additional Driver: \$ 250.00 per day

Crew Buses will be based on daily rate only.

Crew Carrying buses are required to have annual DOT inspection prior to award and Government Inspection upon dispatch.

Drivers are mandated by DOT length of driving requirements.

For payment purposes, a day will be the 24-hour period commencing at 0001 hours, and running to 2400 hours.

ADDITIONAL COPIES OF THE BID SCHEDULE CAN BE MADE IF NEEDED

All contractors that receive EERA's are advised that every record possessed by a federal agency must be made available to the public in one form or another, unless it is specifically exempted from disclosure under the provisions of the Freedom of Information Act or Privacy Act.

Pacific Northwest Bus Service EERA
SCHEDULE OF ITEMS, Continued

Make additional copies as needed

Vehicle Type	Make/Model	Model Year	License Number/State	Apportioned Plates Yes/No	VIN	Owner's ID Number	^{1/} Equipped with required storage Yes/No	Equipped with exterior boxes for flammable equipment Yes/No	^{2/} Physical Location of Offered Bus

Bus information for a specific vendor may be found at:

www.fs.fed.us/r6ppm/fire_procurement.html

2004 Bus Agreements

The services provided shall include a bus with one driver and all operating supplies. The standard request will be for the transportation of a 20-person firefighting crew and their equipment. Each crew is allowed a maximum of 5,100 pounds which includes firefighters, personal gear, tools, and miscellaneous supplies. The bus shall be configured to safely store the gear while maintaining all DOT required emergency exit openings. SECURITY NETS WILL NOT BE ACCEPTED. As an alternative, the Contractor can supply a chase vehicle with operator for the equipment at no extra cost to the government.

NOTE: Firefighting tools can include but are not limited to: chainsaws, drip torches, fuses, handtools, bladder bags, and lunches. Flammable/combustible liquids shall not be transported inside the vehicle with passengers and driver. Chainsaws, drip torches, mixture gas and fuses may be stored in DOT approved external storage compartments.

^{1/} If Contractor does not supply a Bus with the required equipment/gear storage compartments the Contractor shall supply a chase vehicle with operator for the equipment at no extra cost to the government.

^{2/} The physical location of each bus will be used as the point of hire for initial dispatch purposes.

STORAGE REQUIREMENTS

The services provided shall include a bus with one driver and all operating supplies. The standard request will be for the transportation of a 20-person firefighting crew and their equipment. Each crew is allowed a maximum of 5,100 pounds which includes firefighters, personal gear, tools, and miscellaneous supplies. The bus shall be configured to safely store the gear while maintaining all DOT required emergency exit openings. SECURITY NETS WILL NOT BE ACCEPTED. As an alternative, the Contractor can supply a chase vehicle with operator for the equipment at no extra cost to the government.

INSPECTION OF BUSES

All buses shall have a current DOT inspection prior to issuance of an EERA and use. All buses are subject to a Government inspection upon dispatch and prior to passenger haul. Include copy of current DOT inspection with your package. Government inspection forms are located in Appendix A (attached). Pre-use inspection and/or videotaping of bus may be conducted at time of hire. The following is provided as general information only and will be included in the inspection.

All commercial motor vehicles over 10,001, "contract buses", must have USDOT numbers issued to them by the USDOT and must be displayed on the vehicle. Also the company name must be displayed on the vehicle. Lettering on this must be a minimum of 2".

Although not mandatory a Commercial Vehicle Safety Alliance (CVSA) sticker is highly recommended. This should result in a less intensive inspection when dispatched to an incident. For more information on this sticker contact your State Department of Transportation.

COMMERCIAL DRIVER'S LICENSE INFORMATION (CDL)

All persons, drivers, operating a bus are required to maintain a valid Commercial Driver's License (CDL) with passenger endorsement and medical card valid for the state in which the operator resides. CDL and medical card shall be carried with the operator and available for review upon request.

TRAINING - The following training is required annually.

"Focus on the Mission: Transporting Wildland Firefighters" (Video)

Copies of the video may be ordered from:

USDA Forest Service
Missoula Technology & Development Center
Building 1, Fort Missoula
Missoula, MT 59804-7294
Phone: 406-329-3978
Fax: 406-329-3719

"Your Fire Shelter": NFES 1570 – Your Fire Shelter: 2001 edition, pamphlet, English, and
NFES 1568 – Video, VHS, Using Your Fire Shelter (27:20) English

Copies may be ordered from the NWCG NFES Catalog.

National Interagency Fire Center
Attn: Great Basin Cache Supply Office
3833 S. Development Avenue
Boise, ID 83705
Phone: 208-387-5104
FAX: 208-387-5573/5548

A copy of the Training Certification, located in Appendix B, shall be carried with the operator and available for review upon request.

REQUIREMENTS

- (a) This request for quotes (RFQ) is to establish emergency equipment rental agreements (EERA) for emergency incident passenger bus services from commercial sources. These agreements will be used by Federal and possibly State Agencies (hereafter referred to as the "Government") throughout the Pacific Northwest Geographical Area. The Pacific Northwest Geographical Area consists primarily of the states of Oregon and Washington. However, these agreements may be utilized by other geographic areas.
- (b) Buses - The services provided shall include a bus (school type) with one driver and all operating supplies (including fuel, oil and fluids). The standard request for buses will be for the transportation of a 20-person firefighting crew and their equipment. Each crew is allowed a maximum of 5,100 pounds which includes firefighters, personal gear, tools, and miscellaneous supplies. The bus shall be configured to safely store the gear while maintaining all DOT required emergency exit openings. As an alternative, the Contractor can supply a chase vehicle with operator for the equipment at no extra cost to the government. The prices quoted in the SCHEDULE OF ITEMS will include all applicable Federal, State, and local taxes and duties.

NOTE: Firefighting tools can include but are not limited to: chainsaws, drip torches, fuses, handtools, bladder bags, and lunches. Flammable/combustible liquids shall not be transported inside the vehicle with passengers and driver. Chainsaws, drip torches, mixture gas and fuses may be stored in DOT approved external storage compartments.

- (c) The applicable jurisdictional permit number shall be printed on the outside of each bus vehicle and will be included on the agreement. Current proof of safety inspections and insurance coverage shall be available at all times during usage of the vehicle. Bus drivers shall possess the required state commercial operator license and meet all state regulations applicable to the location in which operating a passenger carrier.
- (d) Licensing requirements for vehicles and drivers:
- (1) Vehicles: Each bus shall be licensed with the Department of Motor vehicles or other appropriate agency. If the bus is operating on apportioned plates a copy of the cab card showing the states the vehicle is licensed in is required to be with the vehicle. Exceptions are not allowed.
 - (2) Drivers: All operators of any motor vehicle having a gross vehicle weight rating (GVWR) of 26,001 pounds or more or of any motor vehicles designed to transport more than 15 persons (including the driver) shall have a Commercial Driver's License (CDL) with passenger endorsement and medical card valid for the state in which the operator resides. Failure to have a valid license shall be grounds for both the operator and equipment to be released from an incident without payment.
- (e) Subsistence
- (1) When Government subsistence incident camps are available, meals and bedding for contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if Hotel/Restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required.
 - (2) The Government will either furnish subsistence or provide additional payment on the equipment use invoice for overnight lodging and meals generated from travel exceeding DOT standards or where no fire camp is available. Reimbursement on the use invoice is as follows:
 - (A) \$50.00 per calendar day per driver if under hire for 8 hours or more.
 - (B) \$25.00 per calendar day per driver if under hire for less than 8 hours.

- (f) Crew carrying type buses will be used on mountainous roads with gravel or native surfaces. The contractor supplied bus driver has the final say on where and how the vehicle can be used.
- (g) Noxious Weed Prevention. To reduce the transporting, introduction, and establishment of noxious weeds on the landscape due to fire suppression activities, fire suppression and support vehicles should be cleaned at Government provided pre-designated areas prior to leaving the incident. On-site fire equipment should be used to thoroughly clean the undercarriage, fender wells, tires, radiator, and exterior of the vehicle.
- (h) Incident Behavior.
 - (1) 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.
 - (2) Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature that constitutes 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.
 - (3) 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.
- (i) All Commercial Motor Vehicles 10,001 lbs. or more, with 3 or more axles on the ground, must have State Commercial License Plates, and IRP (International Registration Plan) Agreement, and an IFTA (International Fuel Tax Agreement) Tag. This requirement also applies to all commercial motor vehicles 26,001 lbs. or more. Check with your local State DOT for requirements.
- (j) Hours of Service. All drivers of commercial vehicles must adhere to Federal Motor Carriers Administration - Hours of Service.

ORDERING

- (a) To avoid duplication and ensure coordination among agencies, only one pre-season agreement will be initiated with each contractor for the same piece of equipment. This agreement is for contractors equipment that will be physically located within the Pacific Northwest Geographical area. Nationwide dispatch can occur from this agreement. All vehicles offered and used under this agreement shall be registered and licensed and legally operable on all roads.
- (b) Each Contractor is responsible for obtaining a faxed copy of a resource order from the dispatch center upon an order being placed. This is mandatory for payment purposes.
- (c) Established agreements will be available to all Pacific Northwest Geographical Area Dispatch and Coordination Centers. Contractors are encouraged to contact their local dispatch center to ensure a copy of the agreement is on file.

- (d) Orders for buses will be placed on a call-when-needed basis. The Government does not guarantee the placement of any orders for buses under this agreement, and no Contractor is obligated to accept the order. Once an order is accepted by the contractor, the terms of the agreement apply. When an order is received from a field incident by a dispatch office, the order will be filled from the listing of current agreements based upon price, location, availability, and past performance. The Government shall use the contractor that provides the most advantageous offer to the Government, considering lowest cost and availability to meet job requirements within the time frame. Lowest price may not be the primary ordering factor if other evaluation factors apply.
- (e) Each bus is subject to be inspected by a Government representative upon each initial incident order prior to use and again upon final release from the incident. Written requests for equitable adjustment are required at the time of the complaint, i.e. damage, etc. Equitable adjustment requests shall include investigation reports and eyewitness accounts by Government representatives.

INSURANCE

- (a) Each bus ordered shall carry a copy of the applicable insurances, inspections, copy of Solicitation R6-04-044, and the signed agreement form (OF-294, EERA). Use and payment may stop if this requirement is not met. Any bus used in interstate transportation shall meet the insurance requirements of DOT Regulation CFR 49, 287.33, which specifies a minimum \$5,000,000 insurance coverage.
- (b) Worker's Compensation. Contractor shall provide Worker's Compensation coverage for its employees in accordance with applicable State Law.
- (c) Contractor is responsible for all federal, state, or local laws and regulations that apply regardless of the nature of the emergency and is responsible to know and adhere to those that apply. These include but are not limited to:
 - (1) State Workers' Compensation Laws
 - (2) U.S. Department of Labor Service Contract Act
 - (3) Federal Motor Carrier Safety Regulations
 - (4) Fair Labor Standards Act (FLSA)
 - (5) Occupational Safety and Health Administration (OSHA) Regulations

PAYMENTS

- (a) Payment will be based on a daily rate, and additional operators if applicable, as shown on the Schedule of Items.
- (b) For payment purposes, a day shall be the 24-hour period commencing at 0001 hours, and running to 2400 hours.
- (c) Buses will be under hire from the time of departure to an incident until the time the bus returns to the point of hire unless the bus is inoperable.
- (d) Payment will be made as per Appendix E, General Clauses to Emergency Equipment Rental Agreement Form OF-294, Clauses 2 and 7. Time and payment will stop for any equipment that is inoperable or driver is unavailable (see Appendix E, Clause 8, Exceptions, on EERA Form OF-294).
- (e) Form OF-286, Emergency Equipment Use Invoice (Government provided), will be completed and signed off by a Government Representative, and the contractor or contractor's representative. Information on this form will be recorded from various sources, primarily from Form OF-297, Emergency Equipment Shift Ticket (Government provided), and Form OF-304, Emergency Equipment Fuel and Oil Issue (Government provided).
- (f) Payment Teams will not make payments. Payment will be forwarded to appropriate payment center for payment. (Note of exception: A state payment center has the option to make the payment on a case-by-case basis if the state is the incident agency).

PAYMENTS ARE TO BE SENT TO THE FOLLOWING PAYMENT CENTERS:

Incidents in Region 5 and Region 6 mail to:

**USDA Forest Service
Incident Financial Services
3070 Camino Heights Drive
Camino, CA 95709**

Phone: (530) 295-5688, FAX (530) 295-5689

Incidents in all other Regions mail to:

**USDA Forest Service
EERA Payment Center
324 25th Street
Ogden, UT 84401**

Phone: (801)-625-5544 - FAX (801) 625-5768

Note: Contractor shares responsibility with the Government to ensure all documents required for making timely payment after release are completed before leaving an incident. Payments for emergency bus usage will be made from completed OF-286 forms, supported by documents identified above, and not from the Contractor's invoices.

CLAIMS SETTLEMENT

Claims Settlement. Claims settlement is agency specific and remains the responsibility of the agency with jurisdiction over the incident. Every effort shall be made by the Government and the contractor to resolve disputes before the equipment is released from the incident. If disputes are not resolved before release those Contractors intending to file a claim should so note in Block 22 of the Emergency Equipment Rental Invoice, OF-286. Following equipment release from an incident, a contractor's invoice and supporting documentation relative to the claim (i.e. Resource Order NFES-2208, etc.) shall be submitted to the contracting office of the incident agency for a determination. Contractor may submit claims to the Procurement Unit Leader or Incident Agency Contracting Officer.

CONTRACTOR EVALUATIONS

(a) Contractor past performance is an important factor in Government procurement.

- (1) AGENCY PERSONNEL: An evaluation form will be completed upon release from an incident by ground support personnel or individuals acting within the same capacity who have knowledge of the work provided by the contractor. The original of the completed forms will be provided to the contractor. The Government official will mail copies to the Contracting Officer whose signature appears on the front of this agreement.
- (2) CONTRACTOR: The contractor is responsible for providing to the Contracting Officer, whose signature appears on the front of this agreement, copies of evaluations received on incident assignments. Contractors who do not meet this requirement may be cause for non-renewal of their Agreements. A negative response is required from contractors that have no use in the year.

(b) Evaluations are to be mailed to:

Acquisition Management
Regional Aviation Group
1740 S.E. Ochoco Way
Redmond, OR 97756
Attn: Contracting

LIST OF ATTACHMENTS

- Appendix A - Inspection Form – OF-296
- Appendix B - Training Certification
- Appendix C - Definitions
- Appendix D - Dept. of Labor Wage Determination No. 1995-0221, Rev. 12 dated 12/22/2003
- Appendix E - General Clauses to Emergency Equipment Rental Agreement Form OF-294 Terms and Conditions--Simplified Acquisitions
- Appendix F - Driver's Checklist
- Appendix G - Performance Rating Form

Appendix A

Bus Inspection for Fire Transportation

Note: *This is general information only. Specific requirements are outlined in the Motor Carrier Safety Regulations, CFR 49, applicable to all commercial vehicles.*

Bus Safety Items

Safety Cage: If a contract bus has a safety cage installed to haul fire tools and the cage encloses the entire rear of the bus, and a door is installed to get to this compartment, whether door is latched open or closed at all times, it is a Federal Regulation that there must be a minimum of one emergency exit hatch installed in the roof in front of the cage. This emergency hatch needs to be in front of the cage and to the rear of the bus. If the cage is so constructed as the compartments are on each side of the aisle and there is no cage door closing off the aisle, with no possible blockage of rear emergency exit, then the emergency roof exit is not mandatory. SECURITY NETS WILL NOT BE ACCEPTED.

Emergency door should be marked with 1-inch letters and identified with a red electric lamp that works when lights are needed. 393.92

Emergency Exits

To meet the Department of Transportation requirements for the transportation of personnel, it is recommended that the contractor construct cages in the rear of the buses on both sides with doors of the same material as the cages. The contractor must leave the emergency exit path to the rear door unobstructed. The contractors that choose not to provide clearance to the rear of the bus and have cages across the rear, the following procedure shall be adhered to in order to meet the mandatory requirements:

- 1) The emergency exit sign shall be removed over the rear door.
- 2) A roof hatch shall be installed in the roof of the bus in front of the cage. The minimum size is 13" x 17" rectangle opening.
- 3) All exits must be properly labeled.
- 4) The contractor must perform the calculations established by the Dept. of Transportation for calculating how many exit windows must be installed on each side of the bus. For calculation purposes, the front entrance door is considered to be 536 square inches for the right side of the bus.

Crew carrying buses shall provide unobstructed openings for emergency exits which collectively amount, in total square inches to 67 times the designated number of seats on the bus. At least 40% of this area is to be on the sides of the bus. No single opening shall comprise more than 536 square inches of the total area requirement. If no emergency door is provided, a properly labeled roof exit will be installed in the rear half of the bus. It must allow for manual release both inside and outside the bus. CFR 49, 571.217

Required Safety Items - Fire Extinguisher must be minimum rating of 5BC, be fully charged, maintained to permit visual check for charge (gauge) and be securely mounted (no bungee cords) 393.95 (a).

Reflector Set - Required 395.95 part 4 (f) Spare fuse(s) - Required 395.95 part 4 (c)

Drive Shaft Protection – Must have at least one guard or bracket at the end of shaft (spline or other such device) that would prevent the whipping of the shaft in the event of failure. 393.89

Exhaust System –

Gas Powered Buses – Tailpipe will exit at or within 6 inches forward of the rear most part of the bus.

Diesel Powered Buses – Tailpipe will exit within 15 inches of the rear most part of the bus;
or to the rear of all doors or windows designed to be opened except windows designed to open solely as emergency exits. 393.83

No exhaust leaks will be tolerated. No temporary repairs, wraps, patches, etc.

Steering System 393.209 See table in CFR book for maximum steering lash allowed (power steering w/18" wheel = 4 3/4"). Steering gear box and u-joints must be in good condition. Ball joints and tie rods must be in good condition. Power steering systems will not have any leaks. Belts will be in good condition, with no fraying, cracking or slipping. Steering wheel spokes may not be cracked or missing.

Brakes – 393.40 Subpart C Brakes must comply with all applicable regulations in this chapter. General information; Parking brake must hold. Buses with air brakes must meet front protection regulation (393.44). Buses with air brakes will have low air warning device and a working air pressure gauge. Slack adjusters must be properly adjusted (approx. 1 1/2" movement). Brake linings will conform to specifications found in 393.47. No leaks of fluid or air will be allowed.

Other Items

Fluid Leaks – All equipment hired is supposed to be in "sound mechanical condition." Leaking fluid is an indication that repairs are needed. Most equipment with leaks will be rejected until repairs are made. Under no circumstance will oil leakage onto exhaust pipe or manifold be allowed.

Spare Tire - Full-size, mounted on wheel, required on all vehicles hired. Tire must be secured to vehicle, not loose.

Chock Blocks – Required on all vehicles hired.

Tires – Minimum 1/4 inch tread front and 3/16" rear required.

INSPECTION FORM - OF 296

VEHICLE/HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST, OF-296

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST	
1. INCIDENT NAME / NUMBER	2. ORDER / REQUEST NUMBER
3. OWNER / VENDOR	
4. AGREEMENT, PO, CONTRACT NO.	5. EXPIRES
6. MAKE	7. MODEL, TYPE
8. SERIAL NO. / VIN	9. LICENSE NO.

Section I - Tractor, Motor Grader	Pre-use		Release	
	YES	NO	YES	NO
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *				
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working; oil, temperature, etc. *				
6. Steering clutches: must have 3-4" free travel *				
7. Brakes: must hold at half travel *				
8. Muffler and spark arrester: approved type unless turboed *				
9. Fuel system: must be free of drips and leaks *				
10. Cooling system: must be free of leaks *				
11. Fan and Fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				

Section II - Remarks (Describe all unsatisfactory items and identify by line number.)

Section III - Power Saw, Pump	Pre-use		Release	
	YES	NO	YES	NO
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

* Safety Item - Do not accept until brought into compliance.

10. PRE-USE INSPECTION		<input type="checkbox"/> REJECTED
MILES / HRS _____	DATE _____	TIME _____
Inspector Name _____ <small>Print</small>	Title _____	
		<input type="checkbox"/> ACCEPTED
MILES / HRS _____	DATE _____	TIME _____
Vendor Signature _____	Title _____	
Inspector Name _____ <small>Print</small>	Title _____	

Section IV - Truck, Bus, Van, Pickup	Pre-use		Release	
	YES	NO	YES	NO
1. "DOT" inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass & mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel System *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line-U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tires and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 2. Section IV, item 23				
24. Emergency equipment required. ___ Fire Extinguisher ___ Spare Fuses ___ Reflectors *				
25. Operator(s) properly licensed. *				

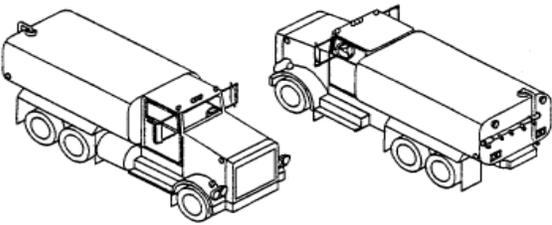
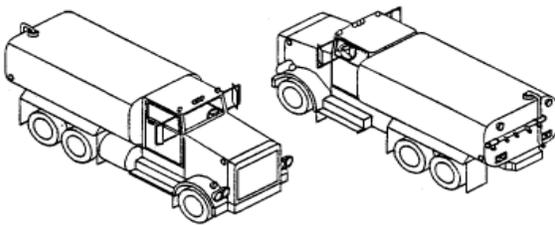
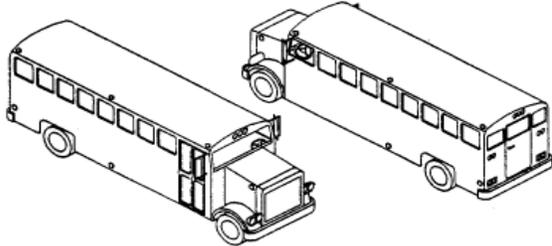
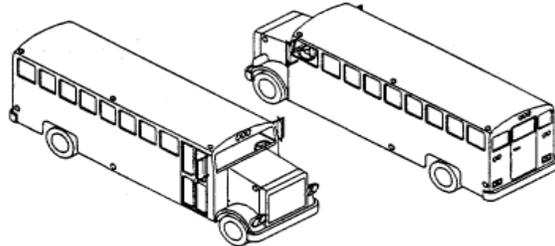
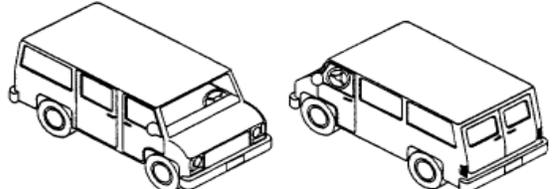
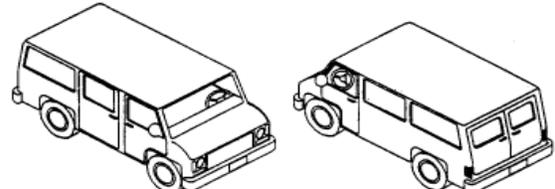
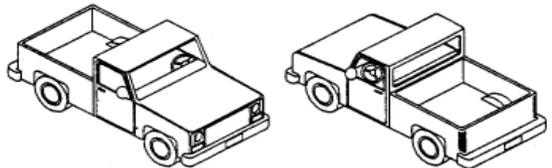
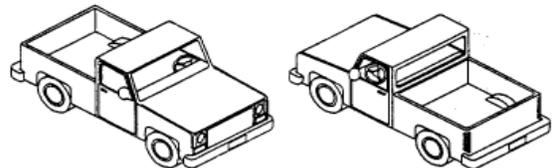
State _____ License No. _____ Class _____
Endorsements _____ Med. Cert. Expire Date _____

11. RELEASE INSPECTION		<input type="checkbox"/> NO DAMAGE / NO CLAIM
<small>Not applicable to buses, inspection required.</small>		
MILES / HRS _____	DATE _____	TIME _____
Vendor Signature _____	Title _____	
Inspector Name _____ <small>Print</small>	Title _____	

FINANCE COPY - RELEASE

Driver shall have - Valid vehicle registration, proof of liability insurance, valid CDL with passenger endorsement and current medical card, Training Certification, and a copy of current PUC safety inspection

VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

Section IV, Item 23 – Truck, Bus, Van, Pickup, Body Condition Inspection	
Pre-Use Inspection	Release Inspection
	
	
	
	
Remarks	

Pacific Northwest Bus Service EERA
Section IV – Truck, Bus, Van, Pick-up

Motor vehicle parts and accessories must be in Safe Operating Condition At All Times, FEDERAL MOTOR CARRIER SAFETY REGULATIONS HANDBOOK (FMCSR) as prescribed by U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).

REJECT IF: Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-Service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

2. Gauges and Lights (393.81, 393.9)

- ◆ Speedometer inoperative.
- ◆ All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

3. Seat Belts (393.93)

- ◆ Any driver or right outboard seat belt missing or inoperative.

4. Glass and Mirrors (393.60, 393.80)

- ◆ Any discoloration not applied by the manufacturer for reduction of glare.
- ◆ Any windshield crack over ¼" wide.
- ◆ Any crack less than ¼" wide that intersects with any other crack.
- ◆ Any damage ¾" or greater in diameter.
- ◆ Any 2 damaged areas closer than 3" to each other.
- ◆ Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- ◆ Any required mirror broken. (396.3(A)(1)).

5. Wipers and Horn (393.78, 393.81)

- ◆ Wiper blade(s) fail to clean windshield within 1" of windshield sides.
- ◆ Horn missing, inoperative or fails to give adequate/reliable warning signal.

10. Fuel System (393.65, 393.67)

- ◆ Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- ◆ Visible leak at any point.
- ◆ Fuel tank cap missing.

14. Steering (393.209)

- ◆ Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- ◆ Steering lash not within parameters, see chart in FMCSR 393.209.
- ◆ Steering column is not secure.
- ◆ Steering system; any U-joint worn, faulty or repaired by welding.
- ◆ Steering gear box is loose, cracked or missing mounting bolts.
- ◆ Pitman arm is loose, or has any welded repairs.
- ◆ Power Steering; any component is inoperative, Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- ◆ Any fluid leaks, fluid reservoir not full.

15. Brakes (393.40-393.53)

- ◆ Brake system has any deficiencies as described in FMCSR.
- ◆ Brake system has any missing, loose, broken, out of adjustment or worn out components.
- ◆ Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- ◆ Brake system has any air or fluid leaks. (393.3(a)(1)).

18. Springs and Shocks (393.207)

- ◆ Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- ◆ Any leaf spring cracked, broken, missing or shifted out of position.
- ◆ Adjustable axle assemblies with locking pins missing or not engaged.

20. Exhaust (393.83)

- ◆ Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the siring, fuel supply or any combustible part of the vehicle.
- ◆ Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6" for Gasoline powered or 15" for other than Gasoline powered or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit)
- ◆ Any leak at any point forward of or directly below the driver and/or sleeping compartment.

21. Frame (393.201)

- ◆ Any cracked, broken loose or sagging frame member.
- ◆ Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- ◆ Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3(a)(1)).

22. Tires and Wheels (393.75, 393.205)

- ◆ Any body ply or belt material exposed through tread or sidewall.
- ◆ Any tread or sidewall separation.
- ◆ Any cut exposing ply or belt material.
- ◆ Tread depth less than 4/32" on steering axle.
- ◆ Less than 2/32" on any other axle.
- ◆ Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- ◆ Any tire not properly inflated or any overloaded tire.
- ◆ Any tire that comes in contact with any part of the vehicle. (393.3(a)(1))
- ◆ Any tire marked "Not for Highway Use". (393.3(a)(1))
- ◆ Wheels and rims shall not be cracked or broken.
- ◆ Stud or bolt holes on the wheels shall not be elongated.
- ◆ Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- ◆ Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- ◆ At least one spare fuse or other overload protective device. (393.95(c))
- ◆ Warning devices for stopped vehicles. (393.95(f,g))

25. License (383.23, 391.41)

- ◆ No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- ◆ Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

The Inspector shall inspect for compliance with the FMCSR, State and local laws and regulations.

Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.

Appendix B

Complete one certification for each driver AND include copy of current CDL.

TRAINING CERTIFICATION

Drivers Name _____
Address _____
Phone # _____

Date	Course Title	Instructor or Institution	Location

I certify that the above information is true, accurate, and complete.

Contractor Signature *Date*

The following training is required annually.

- “Focus on the Mission, Transporting Wildland Firefighters” (video)
- “Your Fire Shelter” (pamphlet and video)

Provide the information requested on the Training Certification for each driver.

Appendix C

DEFINITIONS

AGENCY: For the purpose of this Agreement, Agency will have the same meaning as Government.

EVALUATION: Government evaluation forms will be used for all contract equipment (ICS-224).

GAWR: Gross Axle Weight Rating.

GOVERNMENT: Any State or Federal Wildland Fire Suppression Agency.

GOVERNMENT REPRESENTATIVE: Means any employee of the agencies listed under the definition of government responsible for government work to which any vehicle rented under this agreement may be assigned.

GUARANTEE: For each calendar day that equipment is under hire for at least 8 hours. The guarantee is not applicable to equipment hired under the Daily rate.

GVWR: Gross Vehicle Weight Rating.

INTERSTATE COMMERCE: Trade, traffic, or transportation in the United States, which is between; 1) a place in one state and a place in another state, 2) two places in a state through another state.

INTRASTATE COMMERCE: Trade, traffic, or transportation in the United States that moves exclusively within one state.

LOCAL RESOURCE: Resources that are located within the response area for which a dispatch center is responsible.

NORMAL WEAR AND TEAR: For the purpose of this contract, the term "normal wear and tear" shall include, but not be limited to:

- (1) Brush scratches on the body and bumpers of the vehicle.
- (2) Punctures, tears, blisters, or destruction of tires and/or sidewalls due to rocks or sticks normally found in the working environment.
- (3) Wear on the paint and possible chips from flying rocks and minor dents on both the sheet metal and the bumpers.
- (4) Clogged air filters and oil filters from dust in excess of highway driving.
- (5) Damage or failure of shocks or power train (steering linkage and suspension), by either fatigue or part failure due to age, manufacture defect or operator. Power train includes engine, clutch, transmission, transfer case, driveline, front and rear differentials, axles, wheels, and bearings.

POINT OF HIRE: Contractor place of business or point of hire (where equipment is located at time of fire call).

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

PROPERTY:

- (a) **Accountable Property.** Items with a purchase price of \$5,000 or more or items which the incident Agency considers sensitive (e.g. cameras, chainsaws) are accountable property. This property is generally tagged with an agency identification number.
- (b) **Durable Property.** Durable properties are those non-accountable items which 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.
- (c) **Consumable Goods.** Consumable goods are items normally expected to be consumed on the incident (e.g. batteries, plastic canteens, petroleum products). This property is not marked.

DAYS OFF: After completion of a 14 day assignment and return to the home unit, two mandatory days off will be required. The Government is not responsible for payment of days off upon release from the incident or at their point of hire.

SEVERITY: Occurs when weather and fire history conditions exceed the planned organization workload. This happens when abnormally severe fire conditions exist over a period of time and/or the average fire danger rating has been exceeded for a prolonged duration of time.

STAGING AREA: A location set up and managed by the Operations Section for rapid deployment of equipment and resources. Time spent on shift in a staging area is compensable as work time.

SUBSISTENCE: Food and drink served at the incident, generally at specified intervals but also available as needed to accommodate incident conditions.

ZONE OF INFLUENCE: That jurisdictional area within the Pacific Northwest Geographical Areas in which contract equipment is considered as closest resources, regardless of administrative boundaries.

APPENDIX D

**REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT**

**U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION**

BY DIRECTION OF THE SECRETARY OF LABOR

**WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210**

**William W. Gross
 Director**

**Division of Wage
 Determinations**

**Wage Determination No: 1995-0221
 Revision No: 12
 Date Of Revision: 12/22/2003**

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

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
05190 - Motor Vehicle Mechanic	Alaska	23.04
	Hawaii	15.32
	Midwestern Region	18.20
	Northeast Region	17.08
	Southern Region	15.91
	Western Region	18.40
05220 - Motor Vehicle Mechanic Helper	Alaska	16.68
	Hawaii	11.79
	Midwestern Region	11.80
	Northeast Region	13.29
	Southern Region	10.27
	Western Region	12.46
23470 - Laborer	Alaska	13.60
	Hawaii	13.20
	Midwestern Region	11.07
	Northeast Region	11.17
	Southern Region	9.00
	Western Region	10.45

OCCUPATION CODE - TITLE MINIMUM WAGE RATE (con't)

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
31030 - Bus Driver	Alaska	18.81
	Hawaii	12.21
	Midwestern Region: 1 1/2 to 4 tons	15.49
	Midwestern Region: over 4 tons	16.19
	Midwestern Region: under 1 1/2 tons	11.60
	Northeast Region: 1 1/2 to 4 tons	15.89
	Northeast Region: over 4 tons	16.58
	Northeast Region: under 1 1/2 tons	12.32
	Southern Region: 1 1/2 to 4 tons	14.16
	Southern Region: over 4 tons	14.67
	Southern Region: under 1 1/2 tons	7.88
	Western Region: 1 1/2 to 4 tons	14.59
	Western Region: over 4 tons	15.00
	Western Region: under 1 1/2 tons	9.19
31361 - Truckdriver, Light Truck	Alaska	17.60
	Hawaii	9.62
	Midwestern Region	11.60
	Northeast Region	12.32
	Southern Region	7.88
	Western Region	9.19
31362 - Truckdriver, Medium Truck	Alaska	19.08
	Hawaii	12.20
	Midwestern Region	15.49
	Northeast Region	15.89
	Southern Region	14.10
	Western Region	14.59
31363 - Truckdriver, Heavy Truck	Alaska	20.14
	Hawaii	13.31
	Midwestern Region	16.19
	Northeast Region	16.58
	Southern Region	14.67
	Western Region	15.55
31364 - Truckdriver, Tractor-Trailer	Alaska	21.21
	Hawaii	13.55
	Midwestern Region	19.27
	Northeast Region	16.70
	Southern Region	15.42
	Western Region	15.88

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a 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): \$0.99 an 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 \$2.36. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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 ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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 ****

Emergency Medical Technician Provides para-professional medical services activities, including medical, minor surgical, evacuation and related administrative task under supervision of the physician in charge.

Environmental Protection Specialist
(Occupation Description Not Available)

Fire Safety Professional
(Occupation Description Not Available)

Appendix E

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. At time of dispatch, a resource order number will be assigned. Contractor shall furnish this number upon arrival and check in at the incident. Equipment hired under this agreement may be used on unimproved roads; steep, hilly, rocky terrain; and subject to extreme heat, dust, and smoky conditions. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment - All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an incident or return to the point of hire will be made for equipment that does not pass inspection at the incident. No payment will be made for time that the equipment was not available.

CLAUSE 2. The time under hire shall start at the time the equipment 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 Clause 8 of these General Clauses

CLAUSE 3. *ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel that has a specific start and ending time.*

CLAUSE 4. Operating Supplies - As identified in Block 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 5. Repairs - Repairs to equipment 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 equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 6. Timekeeping - Time will be *verified and* approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. *Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.*

CLAUSE 7. Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) includes all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 8, shall be in accordance with the following:

- (1) Work Rates (*column 11*) (*hourly or mileage*) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
- (2) Special Rates (*column 12*) shall apply when specified.
- (3) Guarantee. For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to

equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.

(4) Daily Rate (column 11) (Calendar Day – 0001-2400) - 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.

a. Shift Basis (Portion of Calendar Day)

- i. Single Shift - (SS) is staffed with one operator or one crew
- ii. Double Shift - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered for the second shift.
- iii. Agency personnel at the Section Chief Level may, by written order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency. *However, partial payment may be authorized as approved by the incident agency.* Payment for each calendar day will be made for (1) actual units ordered and performed under Work, Daily, *Shift basis*, and/or Special rates or (2) the guarantee earned, whichever is the greatest amount.

CLAUSE 8. Exceptions

a. Daily Rate or Guarantee - No further payment under Clause 7 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment 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 equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 7 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 5, 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 equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 7 when the contractor is off duty for a day in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

CLAUSE 9. When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. *Government will furnish* meals and lodging without cost if Hotel/Restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. ~~Contractors are not paid per diem or lodging expenses to and from incidents.~~

~~CLAUSE 10. Loss, Damage, or Destruction~~

CLAUSE 10: Change to Read – LOSS, DAMAGE, or DESTRUCTION - The Government will assume risk for loss, damage, or destruction of equipment rented under this agreement only to the extent that the Government directed abnormal/extreme use of the equipment in direct support of fire suppression efforts. No reimbursement will be made for loss, damage, or destruction when (a) due to ordinary wear and tear, or (b) negligence of Contractor or Contractor's agents caused or contributed to loss, damage, or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the Government or its employees.

CLAUSE 11. Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 10, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 12. 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.

CLAUSE 13. Personal Protective *Clothing and* Equipment – The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.

2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;

3. Other items may be issued by the Government.

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

CLAUSE 14. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:
www.fmcsa.dot.gov

CLAUSE 15. *CLAIMS 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.*

CLAUSE 16. CHANGES TO EMERGENCY EQUIPMENT RENTAL AGREEMENTS
Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable for the duration of *that* incident only, *which will include name and location*.

CLAUSE 17. 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 pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

CLAUSE 18. WORK REST and LENGTH OF ASSIGNMENT – *Current regulations may be found at* www.nwccg.gov

CLAUSE 19. 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/

CLAUSE 20. Definitions - The following definitions for Block 8 of the EERA are added.
Information about business size is collected for tracking purposes only.

a. SMALL BUSINESS is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size standards: (1) Motorcar and Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.

b. SMALL DISADVANTAGED OWNED BUSINESS is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. WOMEN-OWNED SMALL BUSINESS is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. HUBZone Small Business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE is 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 veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. 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).

52-213-4 - Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Apr 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Apr 2003).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

ADDITIONAL CLAUSES THAT APPLY TO EERA's

52.236-8 Permits and Responsibilities (Apr 1984)

52.243-1 Changes – Fixed Price (Aug 1987)

52.204-7 Central Contractor Registration (Oct 2003)

52.208-4 Vehicle Lease Payments (Apr 1984)

52.208-5 Condition Of Lease Vehicles (Apr 1984)

52.206-6 Markings Of Leased Vehicles (Apr 1984)

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

(Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

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

(Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, *et seq.*)

(Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148)

(Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003).

(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (June 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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: <http://www.arnet.gov/far/>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

Appendix F

DRIVER'S CHECKLIST

Contractor's Name: _____

Agreement Number: _____

Incident Name: _____

Incident Number: _____

Resource Order Number: _____

Required items prior to departing place of business:

- _____ Copy of Complete EERA
- _____ Names of where, when and to whom driver is to report
- _____ Record beginning odometer reading on Bus Log
- _____ Record departure time on Bus Log
- _____ Extra copies of Driver Checklist
- _____ Inspection Location
- _____ Clothing, personal items, and sleeping bag for potential extended assignments
- _____ Flame Resistant Clothing (Nomex and gloves)
- _____ Copy of Resource order as faxed from the Dispatch Center
- _____ Fire Shelter

Upon arrival at the Incident:

- _____ Report to the Ground Support Unit Leader (GSUL)
- _____ Provide copy of signed EERA
- _____ Provide copy of signed Training Certification
- _____ Provide CDL and current medical card
- _____ Have bus inspected by the Government
- _____ **GSUL** initiate OF-297 "Emergency Equipment Shift Ticket" record
- _____ Report to Finance Section
- _____ Receive instructions from Ground Support

While at the Incident:

- _____ Report to GSUL for daily work assignments
- _____ GSUL and Contractor's representative will complete OF-297 daily
- _____ Refuel equipment and retain copies of fuel issue tickets
- _____ Update Bus Log daily

Preparation for departure and return to place of business:

- _____ Receive release instructions from GSUL
- _____ Contact the Demobilization Unit Leader for departure instructions
- _____ Have GSUL complete post-use inspection (necessary for final payment)
- _____ Complete paperwork packet for payment, including sign-off of completed OF-286
Emergency Equipment Use Invoice with the Finance Section
- _____ Obtain copy of performance evaluation

APPENDIX G

INCIDENT CONTRACTOR PERFORMANCE RATING	INSTRUCTIONS: The immediate job supervisor will prepare this form for each Contractor. It will be delivered to the planning section before the rater leaves the incident. Rating will be reviewed with the Contractor's rep. Rep. will sign the bottom.
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1. Contractor Name:		2. Incident Name and Number:	
3. Contractor Address:		4. Location of Incident:	
5. Contractor's Rep Name:	6. Date of Assignment: From: To:	7. Acres Burned:	8. Fuel Type(s):

9. Evaluation

Enter X under appropriate rating number and proper heading for each category listed.

Definition:

"0" – Deficient. Does not meet minimum requirement of the individual element.
DEFICIENCIES MUST BE IDENTIFIED IN REMARKS.

"1" – Needs to improve. Meets some or most of the requirements of the individual element.

"2" – Satisfactory. Employee meets all requirements of the individual element.

"3" – Superior. Employee consistently exceeds the performance requirements.

Rating Factors	Rating Factors				Rating Factors	Rating Factors			
	0	1	2	3		0	1	2	3
Driver					Bus				
Knowledge of the job					Meet Specifications				
Ability to obtain performance					Condition				
Attitude					Ample Seating Room				
Decisions under stress					Available Storage				
Initiative					Breakdowns				
Consideration for personnel welfare					Maintenance (was it timely)				
Obtain necessary equipment and supplies					Repairs (were repairs timely)				
Physical ability for the job					Safety				
Safety					Other (specify)				
Other (specify)									

10. Remarks:

Note: The completion of this form is necessary for each Contractor on every Incident to provide a record of contractor performance to the Contracting Officer. One copy shall be forwarded to the designated payment center on the EERA along with pay request (invoices).

11. Contractor's Rep. Signature:			12. Date:
13. Rated by:	14. Home Unit:	15. Position on Incident:	16. Date: