

SOLICITATION/CONTRACT/ORDER AL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 1 of 39	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER AG-04HI-S-07-9003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kermadine Barton – Contracting Officer Kathy Shelton – Technical Contact		b. TELEPHONE NUMBER(No collect calls) 541-471-6746 503-808-2466		8. OFFER DUE DATE/ LOCAL TIME July 20, 2007 @ 4:30 pm	
9. ISSUED BY USDA Forest Service Acquisition Management – Region 6 333 SW First Avenue – PO Box 3623 Portland, OR 97208-3623				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 115310 SIZE STANDARD: 16.5 mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO USDA FS –GRANTS PASS INTERAGENCY OFFICE Attn: Kermadine Barton – AQM 2164 NE Spalding Avenue Grants Pass, OR 97526				16. ADMINISTERED BY See Block 9			
17a. CONTRACTOR/ OFFEROR NAME AND ADDRESS CODE				18a. PAYMENT WILL BE MADE BY See Part Three, Scope of Work			
TELEPHONE NO. TAX PAYER ID NO. DUNS NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Equipment and Personnel Time Recorders for Incident Support (See attached Schedule of Items)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.2124. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED .. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN. IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Part 1 – The Schedule</p> <p>Part 2 – Contract Clauses</p> <p>Part 3 – Scope of Work</p> <p>Part 4 – Solicitation Provisions</p> <p>Part 5 – Contract Documents, Exhibits and Attachments</p> <p>Continuation of Block 27: The full text of a clause or provision may be accessed electronically at www.arnet.gov/far/</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECTFOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		
		42b. RECEIVED AT (Location)		
		42c. DATE RECD (YY/MM/DD)	42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV.4/2002)
 Prescribed by GSA - FAR (48 CFR) 53.212

PART 1 – THE SCHEDULE

SUPPLIES OR SERVICES AND PRICE/COSTS

SCHEDULE OF ITEMS

Item	Description	Basic Contract Hourly Rate	Option Year 1 Hourly Rate	Option Year 2 Hourly Rate
1	Equipment Time Recorder	\$	\$	\$
2	Personnel Time Recorder	\$	\$	\$
3	Trainee	\$	\$	\$
4	Vehicle Flat Rate (or as indicated in the most current Federal Joint Travel Regulation (JTR))	<u>\$.485 per mile</u>	In accordance with JTR	In accordance with JTR
5	Mobilization/ Demobilization (see 3.10 Payments)	\$ 50.00	\$ 50.00	\$ 50.00

The contractor shall propose an hourly rate to cover time recorder services in the states of Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming. Your rate shall include all costs and profit. Please note, you are required to carry Workers Comp, liability insurance, and vehicle insurance.

You will receive orders through your host unit dispatch office based on your price, capability, and distance to the incident. A host unit dispatch office is an office servicing a National Forest in Oregon or Washington based on specific location.

The Contractor does ___ or does not ___ approve employees to purchase commissary items and be deducted from the invoice (3.5(5)).

PART TWO - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable 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.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *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.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *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 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 which reasonably could have been avoided.

(m) *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.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *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.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.

- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
The specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

Offerors and Contractors 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.

ADDENDUM TO 52.212-4 -ADD THE FOLLOWING CLAUSES:

52.245-1 – Property Records (Apr 1984)

52.245-4 – Government Furnished Property (Short Form) (Jun 2003)

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA) 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. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. 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 smokey 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. 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 point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: 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 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 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 4. 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 5. 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 6. Payments

- a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:
 1. **Work Rates** (*column 11*) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

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.

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*) - 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. Under the daily rate equipment may be staffed with or without operator.
 - (a) Shift Basis (Portion of calendar day)
 1. **Single Shift** - (SS) is staffed with one operator or one crew
 2. **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 in writing for the second shift.
 3. Agency personnel at the Section Chief Level may, by resource 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 assignment. 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 or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

- a. Daily Rate or Guarantee: No further payment under Clause 6 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 shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational.
- b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 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 4, 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 6 when the contractor is off shift 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 8. Subsistence: 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 9. Loss, Damage, or Destruction:

- (a) For equipment furnished under this EERA **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 EERA **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.

CLAUSE 10. Contractor’s Responsibility for Property and Personal Damages: Except as provided in Clause 9, 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 11. 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 12. 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 13. 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 14. 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.

CLAUSE 15. Changes: Changes to Emergency Equipment Rental Agreements (EERA's), OF-294 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 **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. 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 multi purpose tools such as a leatherman.

CLAUSE 17. Work Rest and Length of Assignment: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov

CLAUSE 18. Harassment Free Workplace: Contractors shall abide by “U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary’s Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)”. Regulations can be found at www.gpoaccess.gov

CLAUSE 19. Definitions - The following definitions for Block 10 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 FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.
- 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).

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2007)

(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:

[Contracting Officer shall check as appropriate.]

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

- X (21) 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 (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (23) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ___ (24) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (25) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Nov 2006) (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.
- ___ (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ___ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ___ (30) 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)).
- ___ (31) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (32) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- ___ (33) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (35) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (36) (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:

[Contracting Officer check as appropriate.]

- X (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(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.*).
- ___ (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.*).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
 - (vii) 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.

(End of Clause)

AGREEMENT AND PERFORMANCE PERIOD

- (a) **AGREEMENT PERIOD:** Estimated date of offer of award is August 1, 2007. The agreement period shall extend for one year from the date of award. Agreements will be reviewed annually prior to renewal of agreement. Contracting Officer will take into consideration changes in market conditions and other pertinent factors that may warrant making new arrangements or modifying existing arrangements.
- (b) **START WORK:** The Contractor will provide availability status to the designated dispatch office within 10 days after award of the agreement.
- (c) **SUGGESTED AVAILABILITY PERIOD (SAP):** It is estimated that the potential use period for equipment within the Pacific Northwest Geographic area may fall between July 1 and November 30 of each year. Potential use outside this area could occur at any time.

PART THREE – SCOPE OF WORK

3.1 SCOPE OF CONTRACT

This agreement is for administrative support services, as needed, on interagency incidents (fire, flood, etc.) within the geographic boundaries of the following states (hereafter referred to as the contract geographic area):

Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming.

Note: Although this is a USDA-FS agreement, agreement use is not restricted to USDA-FS lands/sites within the geographical area. The USDA-Forest Service has interagency and cooperative agreements with other Federal and State agencies within the geographical area. Agreement personnel may be dispatched under this agreement by other Federal and State agencies for such cooperative use within the geographic area, on an optional basis.

The Contractor shall furnish all trained personnel, equipment, supplies (except Government-Furnished Property/Services), transportation and incidentals necessary to meet specifications as outlined in this agreement.

Services include, but are not limited to: (1) **Equipment Time Recording:** gathering contract equipment and contract personnel work time and related payment information from supervisors and managers located on the incident, entering this information into an automated timekeeping system currently the I-Suite TIME module (TIME) or onto agency payment forms, and preparing invoices for payment; (2) **Personnel Time Recording:** gathering personnel work time and related payment information for agency personnel from supervisors and managers on the incident, entering this information into the I-Suite TIME module (TIME) or onto agency incident time reports; and (3) to a limited extent, miscellaneous, related clerical services, such as, but not limited to, assisting with commissary record keeping.

The intent is to award multiple contracts, distributing sufficient contract personnel throughout the contract geographic area.

3.2 PERIOD OF ASSIGNMENT

Normal period of assignment may last from a few days to several weeks. No minimum or maximum period of assignments are guaranteed. However, once on an assignment, contract personnel are guaranteed 8 hours per day, per employee, except for the first and last days. It is common for daily shifts to average 12 hours per shift.

The Incident Commander (IC) shall determine mandatory days off for personnel assigned to the incident. The Government shall compensate contractor for 8 hours per day per person when required to stay under Government control for mandatory days off. Contractor shall not be compensated for services or mileage if personnel are permitted to return to point of hire, or home, for mandatory days off.

3.3 LOCATION

Services will be performed within the following states: Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The exact location where services are to be performed will be determined at the time the services are ordered/dispatched.

Working conditions vary from each site. Work is usually performed in a camp setting in a forest and rangeland environment, sometimes in steep terrain where surfaces may be uneven, dusty and rocky. Temperatures are frequently extreme (cold and hot), both from the weather and from the incident. Smoke, dust and windy conditions may exist.

3.4 PERSONNEL QUALIFICATIONS

All personnel to be dispatched shall be a High School Graduate or have a GED, be a minimum of 18 years of age, and must read, write and speak English.

Trainee: Personnel should have a general knowledge of basic computer software, practices, and procedures; have participated in the contractor provided training outlined below; and have the ability to follow clearly detailed procedures in performing repetitive tasks.

Fully Qualified: In addition to the qualifications listed above, personnel must have completed 1 incident assignment with a minimum of 5 days or a minimum of 5 consecutive days on an extended assignment; received a satisfactory performance rating; and have subject matter knowledge sufficient to recognize problems and refer them to the COR or designee for resolution.

Contractor: The Contractor or their Representative will be required to attend Government-provided training and will be responsible to train all contract personnel to be utilized under this contract.

Training must include:

Data Entry into the Time database and

Equipment Time Recorder: Tasks #5, 6, 7, 8, 9, 10 and 11 and/or

Personnel Time Recorder, Tasks #5, 6, 7, 8, 9, 10 and 11

A training database for TIME is available from the I-Suite website: <http://isuite.nwccg.gov>. For assistance installing the database, a helpdesk number is listed on the website. Contractors will need to know the name of their dispatch unit prior to calling.

Note: This work entails physical demands. The work requires physical exertion for extended periods including walking as well as sitting in a sedentary position for estimated 8 to 12 hour shifts.

3.5 GOVERNMENT-FURNISHED PROPERTY/SERVICES

(1) Training: The Government will allow Contractor or Contractor's Representative to attend Government training sessions. Contractor shall be responsible for training all personnel to be utilized under this contract. Copies of task books to be used in this training are as follows:

- ❖ NFES 2634, Equipment Time Recorder, Tasks # 5, 6, 7, 8, 9, 10 and 11
- ❖ NFES 2366, Personnel Time Recorder, Tasks #5, 6, 7, 8, 9, 10 and 11

One copy of each publication shall be made available to all Contractors after award.
Copies may also be purchased (credit card only) from:

National Interagency Fire Center
Attn: Great Basin Area Cache
3833 S. Development Ave., Boise, ID 83705
FAX Number 208/387-5573

- (2) **Subsistence:** The Government shall furnish food and water after the first shift worked if the personnel are not released and are required to stay in base camp.
- (3) **Supplies:** In an emergency, subject to availability, any supplies needed by contract personnel can be issued by the Government (to be deducted from the contractor's invoice).
- (4) **Showers/Laundry:** If available in base camp, showers shall be available for contract personnel, at no cost.
- (5) **Commissary:** All contract personnel will be allowed to make cash purchases from the Commissary. In lieu of cash purchases, contract invoice deductions may be made for commissary purchases **IF** the contractor approves this option for contract personnel.
- (6) **Personnel protective equipment (PPE):** If necessary, PPE will be provided by the Government. PPE will be returned to the Government upon release from the incident.
- (7) **First aid:** The Government will provide first aid to contract personnel when needs arise. See Contractor-furnished Property/Services regarding accidents and illness.

3.6 CONTRACTOR-FURNISHED PROPERTY/SERVICES

- (1) **Designated representative:** The Contractor shall provide a designated representative (Contractor or designated contract personnel) with the authority to sign invoices, at the incident, for the Contractor.
- (2) **Personnel:** Contractor shall provide trained contract personnel at the times and places specified. Contractor may rotate personnel, if needed (e.g. long-duration incidents), and as agreed upon between the Contractor and the Contracting Officer's Representative.
- (3) **Transportation:** (mobilization and demobilization). Contractor shall provide transportation of contract personnel to and from incidents. The Government reserves the right to provide transportation of contract personnel at the Government's discretion. Contract personnel may on occasion be ordered/dispatched outside their contract geographic area. When this occurs, transportation will be arranged and paid for by the contractor and costs submitted to the government for reimbursement.

Vehicles transporting contract personnel shall meet all applicable state and federal laws and shall be able to operate on roads accessible by 4x2 pickups. Vehicle(s) that become inoperable will be towed at Contractor's expense.

- (4) **Subsistence:** Contractor shall provide contract personnel with adequate food and water for the first shift after leaving the point of hire. If contract personnel are allowed to return to their home station, or leave the incident base camp during their off-shift time, the Contractor shall provide food, water, transportation, and

lodging. Contract personnel shall not leave the incident base camp without approval of the Contracting Officer's Representative.

(5) Supplies: All contract personnel shall arrive at the incident with a battery-operated calculator. Contractor shall provide sleeping bags for contract personnel. Tents are also encouraged.

(6) Laundry services: Laundry services shall be the Contractor's responsibility. If the Government has contract laundry services available at the incident, contract personnel may utilize the service without charge.

(7) Accidents, illness: Contractor's insurance shall cover all employee accidents as specified in the insurance requirements of this contract. The Government will provide first aid to contract personnel when needs arise. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If contract personnel are in camp with an illness or injury requiring transport to a medical facility/hospital, they may be transported by the Government, with costs charged back to the Contractor.

Replacement(s) for injured or ill contract personnel shall be provided by the contractor, if needed by the Government and as agreed upon between the Contractor and the Contracting Officer's Representative.

3.7 CONTRACTOR PERFORMANCE

Unsatisfactory performance may be grounds for contract personnel to be released from an incident and/or this contract being terminated.

Contractors are responsible to enforce a harassment free workplace. Contract personnel who engage in harassment may be released from an incident and a Contractor who fails to enforce this policy may have their contract terminated.

3.8 TECHNICAL SPECIFICATIONS

(1) Equipment Time Recording:

The equipment time recorder will:

- ❖ Obtain a briefing from the COR, or designated representative.
- ❖ Assist units in establishing a system for collecting equipment time reports. Post equipment time after each operational period.
- ❖ Submit data to the COR, or designated representative, for cost effectiveness analysis as required.
- ❖ Maintain current posting on all charges or credits for fuel, parts, services, and commissary.
- ❖ Verify all time data with owner or operator of equipment. Complete all forms according to agency specifications. Close out forms prior to demobilization.
- ❖ Distribute copies per agency and incident policy.

(2) Personnel Time Recording:

The personnel time recorder will:

- ❖ Obtain a briefing from the COR, or designated representative.

- ❖ Establish and maintain a file for employee time reports according to IMT direction within the first operational period.
- ❖ Initiate, gather, or update a time report for all personnel assigned to the incident for each operational period.
- ❖ Ensure that all employee identification information is verified on the time report.
- ❖ Post personnel travel and work hours, transfers, promotions, specific pay provisions, and terminations to personnel time documents.
- ❖ Post all commissary issues to personnel time documents. Ensure that time reports are signed.
- ❖ Close out time documents prior to personnel leaving the incident. Distribute all time documents according to agency policy.
- ❖ Maintain a daily log of excessive hours worked and give to the COR, or designated representative.

(3) Miscellaneous, clerical services, such as, but not limited to:

Commissary: Provide clerical assistance to the commissary manager, such as receipting for inventory received and completing issue records for commissary items sold.

Comp/Claims: Provide clerical assistance to the comps/claims unit leader, such as preparing property and medical compensation claim reports as instructed.

3.9 ORDERING /DISPATCHING

Local dispatch units within the contract geographic area will coordinate and dispatch all services required under this contract. Contractors will be provided their dispatch contact information at the time of contract award. Orders shall be placed to that Contractor who provides the greatest overall benefit to the Government. This will take into consideration location of personnel (in proximity to the incident), availability, and cost. Orders will be placed verbally, followed by a confirmation fax to the Contractor.

The following information shall be furnished to the Contractor, or agreed upon, when ordered (dispatched):

1. Upon receiving and accepting a dispatch call from the Government, the Contractor shall have one (1) hour to confirm personnel availability and to agree on the time of departure. If the Contractor exceeds this one hour confirmation, the order may be cancelled by the Government, at no cost to the Government.
2. At the time of dispatch, an incident resource order will be provided to the Contractor via fax. A copy of the resource order **MUST** be provided at check-in at the incident. Contractors arriving without this copy may not be able to work on the incident. If this occurs and the Government chooses to allow the contract personnel to work, payment will not be made for mobilization/demobilization.
3. Locations of and directions to, the incident and any known road conditions and/or safety information related to access to the camp shall be relayed at the time of dispatch. Although not anticipated, the Government may designate a site where the Contractor can meet a Government representative for escort to the camp.
4. A check in point at the incident base camp will be provided at the time of dispatch.
5. To be agreed upon at the time of dispatch:
 - ❖ Point of hire
 - ❖ Time of hire

- ❖ Method of transporting contract personnel
- ❖ Estimated time of arrival (must be able to arrive within 24 hours from the time of dispatch).

6. At check-in the contractor must provide the following:

- ❖ A copy of the incident resource order (See item 2 above)
- ❖ A copy of recent performance rating to verify trainee or fully qualified status
- ❖ A copy of current contract

3.10 PAYMENT:

(1) General: The Government shall pay the Contractor for the services performed by the Contractor, in accordance with the rates in Section B of this contract.

The Contractor's Representative and/or employee will carry copies of the contract and the resource order(s) to the assigned incident. If the Contractor has an assignment for payment, a copy of the Notice of Assignment shall also be carried.

On long-duration incidents, partial payments may be made. When partial payments are made, it is critical that complete documentation be accomplished to avoid duplicate payments.

(2) Hourly rates: The contract hourly rate will be paid from the time of hire and point of hire to the incident, allowing for reasonable travel time to the appointed destination. Once on an assignment, contract personnel are guaranteed 8 hours per day, per employee, except for the first and last days (paid at actual hours) and days when they are unable to work (not paid).

(3) Hourly rates for miscellaneous, related, clerical services: Once on the incident, time recorders may be used for miscellaneous clerical services, if needed (e.g., as a fill in for slack time or to meet a critical need). If this is done, payment will be made at the equipment or personnel time recorder hourly rate applicable at the time of initial order/dispatch.

(4) Mobilization/Demobilization: At the time the contractor is dispatched, the dispatcher will notify the contractor if the contractor is required to fly. If the contractor is required to fly the contractor will be reimbursed reasonable expenses incurred for air travel. If the contractor is required to fly the contractor will be paid a one time mobilization/demobilization lump sum amount of \$50.00 to take the employee(s) to the airport. If the contractor is required to drive, the contractor will be paid actual mileage (verified by a computer program such as mapquest) and per diem at the rates approved by the Federal Joint Travel Regulation.

(5) Forms/procedures to follow:

- ❖ After each shift, the Contractor's Representative will report employee's time to the Finance Section. The Crew Time Report form, SF-261, will be used to record hours worked and should be signed off by an appropriate agency official (usually the person directly supervising the contract personnel at the incident base camp).
- ❖ Finance Section personnel will post time to an Equipment Use Invoice, OF-286.

- ❖ When a contract employee is released from the incident to return to the point of hire, the Finance Section will close out the equipment use invoice with the Contractor's representative. The invoice will include estimated time for return travel.

(6) Designated payment office: Payments will be based on SF-261 Crew Time Reports and a properly signed OF-286 Equipment Use Invoice. Payment will be made by the appropriate agency payment center.

If the Contractor has designated a financial institution for receipt of electronic funds transfer payments, the Electronic Funds Transfer Payment Method may be used.

(7) Payment shall not be made for:

- ❖ Services and/or mileage if personnel are permitted to return to point of hire, or home, for mandatory days off.
- ❖ Costs associated with contract personnel whose employment is terminated at the incident location, or who choose to return from the incident location for personal reasons.
- ❖ Days when contract personnel are unable to work, including, but not limited to, absences due to illness or injury.
- ❖ Mobilization/demobilization, when contract personnel are transported at the Government's expense.
- ❖ Mobilization/demobilization when the Contractor chooses to rotate employees.
- ❖ Mobilization/demobilization of contractor personnel arriving at the incident without a copy of their resource order.

3.11 DEFINITIONS

INCIDENT ADMINISTRATIVE UNIT: The proclaimed unit (forest, park, district, refuge, etc.) where the incident is located.

INCIDENT BASE CAMP: A specific location where support activities are located and performed for the incident.

COMMISSARY: A store-type operation at the incident that sells personal items such as toothpaste, tobacco products, certain clothing items, etc.

COMP CLAIMS: Comp refers to compensation for injury claims. Claim refers to property damage claims.

CONTRACT GEOGRAPHICAL AREA: The Contract Geographic Area may differ for each Contractor. It will be either (1) the States of Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming; or (2) the states the Contractor has limited their offer to (and was awarded).

CONTRACTING OFFICER'S REPRESENTATIVE: Incident Finance Section Chief.

CONTRACTOR'S REPRESENTATIVE: Designated Contract personnel at the incident, with the authority to sign invoices.

DISPATCH TIME: Actual time of departure from the point of hire.

FINANCE SECTION CHIEF: Member of the command and general staff responsible for all financial and cost analysis aspects of the incident.

INCIDENT: An emergency operation such as wildland fire, flood, volcano, hurricane, etc.

INCIDENT COMMANDER: Individual responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

MINOR FIRST AID: Minor illness and injuries (e.g., cuts, blisters, sore throat) that can be treated by medical personnel on site.

MOBILIZATION/DEMOBILIZATION: Costs associated with transporting personnel from the point of hire to incident base camp, moves within the same incident (e.g., spike camps), and return to the point of hire.

NFES: National Fire Equipment System.

POINT OF HIRE: Location where contract personnel are being dispatched from, normally the Contractor's facility. To be agreed upon at the time of order.

PPE: (Personal Protective Equipment): fire resistant shirt and pants. It is very rare that PPE is required to be worn at incident base camps.

MANDATORY DAYS OFF: Consecutive 24 hours off shift.

RESOURCE ORDER: A memo ordering-type form used by incident management teams to order personnel, equipment and supplies. (See Section J, Exhibit 6.)

SHIFT: Actual time spent working and Government-ordered travel, not to exceed 16 hours/day.

SPIKE CAMP: Subsidiary camp(s) within the same incident.

TIME OF HIRE: Time when compensation, at the contract rates, begins. To be agreed upon at the time of order/dispatch.

PART FOUR - SOLICITATION PROVISIONS

FAR 52.212-1 Instructions to Offerors – Commercial Items (SEP 2006)

Incorporated by reference, full text of provision may be accessed electronically at www.arnet.gov/far/

FAR 52.212-2 Evaluation – Commercial Items (JAN 1999) (tailored)

The Government will award multiple agreements resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and past performance considered.

Past performance, as recorded in EaTIS, when rated at “Deficient” or “Needs to Improve” may be grounds for not receiving an offer of award.

A completed copy of an OF-294 Emergency Equipment Rental Agreement (EERA) will be mailed to vendors as an offer of award. Acceptance of offer requires the vendor to sign and return the OF-294 no later than 10 working days after receipt of EERA.

FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (NOV 2006)

An offeror shall complete only paragraph (k) 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 (b) through (j) 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.

“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) 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 (CCR) database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(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 _____

(c) Offerors must complete the following representations when the resulting contract will 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):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
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.

(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 end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” 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.:

[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 Debarment, Suspension or Ineligibility for Award (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; and
- (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, 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.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

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

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

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

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

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

(2) Outside the United States.

(k)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(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 representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (j) 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.]*

AGAR 452.211-75 Effective Period of Contract (FEB 1988)

The effective period of this contract is from date of award through one year. If Option 1 is exercised the effective period of the contract will be extended for one additional year. If Option 2 is exercised the effective period of the contract will be extended for an additional year beyond the Option 1 contract period.

PART FIVE - CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS

LIST OF EXHIBITS

- Exhibit 1 Air Transportation and Travel
- Exhibit 2 Department of Labor Wage Determinations

EXHIBIT 1

AIR TRANSPORTATION AND TRAVEL

1. AIR TRANSPORTATION

Contract personnel dispatched by the GOVERNMENT may be required to fly to the incident location. The CONTRACTOR shall be notified that the personnel are to be transported by air at the time the GOVERNMENT dispatcher places the Resource Order Request. When this occurs, the following rules MUST be adhered to.

2. GENERAL INFORMATION

- ⌚ All equipment will be inspected and weighed at the time of mobilization to ensure adherence to safe transporting procedures. NO combustible materials in motorized equipment.
- ⌚ Contract personnel transported by air under these provisions must wear clean clothing, while traveling aboard aircraft(s), to and from each incident location.

3. WEIGHT POLICY AND GEAR FOR ALL PERSONNEL:

All personnel dispatched and transported by aircraft must conform to the following limitations:

- ⌚ Personnel shall be limited to one (1) frameless soft pack NOT TO EXCEED 45 pounds and one (1) briefcase NOT TO EXCEED 20 pounds.

4. PAYMENT OF AIR TRANSPORTATION, OUT OF STATE:

A. When personnel are transported by air, GOVERNMENT shall reimburse the CONTRACTOR for air transportation costs. These costs may include any related transportation costs incurred by the CONTRACTOR from the dispatch-designated air terminal to the fire location and return to that dispatch designated air terminal, unless the GOVERNMENT changes the return destination. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified. All time from the point of hire to the incident in transportation is time under hire.

B. The GOVERNMENT shall reimburse CONTRACTORS for emergency return air transportation. The GOVERNMENT shall determine in its sole discretion whether air transportation is reimbursable.

C. The GOVERNMENT will not reimburse CONTRACTOR'S for return air transportation costs for individuals whose employment is terminated at the fire incident location or who choose to return from the fire location for personal reasons other than bona fide emergencies.

In accordance with the paragraph above, the GOVERNMENT may elect to transport those individuals released for cause when the GOVERNMENT determines the return of the individual(s) is in the best interest to GOVERNMENT. GOVERNMENT may bill CONTRACTOR for returned transportation costs and any costs associated with the return.

D. CONTRACTOR acknowledges the risks associated with air travel and agrees to hold harmless GOVERNMENT from any and all liabilities arising out of the activities in Exhibit H unless such liabilities are incurred solely by the gross negligence or willful misconduct of GOVERNMENT.

E. Procedure:

a. If the company's representative is able to present the airline ticket/receipt/or invoice from the carrier at the incident the CONTRACTOR costs for airline transportation will be added to the Equipment Use invoice submitted for crew costs, or

b. If the company's representative does not have the airline ticket receipt or invoice at the incident the CONTRACTOR may then later submit the bill for reimbursement for common carrier costs.

c. Supporting documentation shall include any itineraries received from the airline or travel agency, the Standard Form SF 245, Passenger and Cargo Manifest and the Crew Time Report for the travel day(s) (to include necessary ground travel to and from the point of hire to the incident) signed by the GOVERNMENT representative at the travel destination which will serve as receipt of services on behalf of the GOVERNMENT.

EXHIBIT 2

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

The solicitation includes the Department of Labor (DOL) wage determinations specified below. The following information has been extracted from the wage determinations listed below and identifies the occupations of service employees that would typically be employed on this type of a contract. If an occupation is not listed here, the entire wage determination may be requested from the issuing office. This information should be considered when submitting a quote. The DOL wage determinations listed below may be included in their entirety in any awarded contract resulting from this solicitation.

Wage Determination	Oregon and Washington Counties	Minimum Wage
Wage Determination No.: 2005-2569 Rev. 2 02/26/2007	Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler Washington Counties of Benton, Franklin, Walla Walla, Yakima	General Clerk I 11.32 General Clerk II 12.36
Wage Determination No.: 2005-2441 Rev. 2 02/15/2007	Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum	General Clerk I 11.03 General Clerk II 12.32
Wage Determination No.: 2005-2439 Rev. 3 02/26/2007	Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn	General Clerk I 11.03 General Clerk II 12.32
Wage Determination No.: 2005-2563 Rev. 2 12/19/2006	Area: Washington Counties of King, Snohomish, Whatcom	General Clerk I 12.68 General Clerk II 14.80
Wage Determination No.: 2005-2565 Rev. 2 2/15/2007	Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman	General Clerk I 10.66 General Clerk II 11.96
Wage Determination No.: 2005-2565 Rev. 2 12/19/2006	Area: Washington Counties of Island, San Juan, Skagit	General Clerk I 12.68 General Clerk II 14.80
Wage Determination No.: 2005-2559 Rev. 2 9/14/2006	Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason	General Clerk I 12.68 General Clerk II 14.80
Wage Determination No.: 2005-2567 Rev. 3 4/2/2007	Area: Washington Counties of Lewis, Pierce, Thurston	General Clerk I 12.68 General Clerk II 14.80

Wage Determination	Arizona Counties	Minimum Wage
Wage Determination No.: 2005-2023 Rev. 2 12/08/2006	Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai	General Clerk I 10.80 General Clerk II 11.79
Wage Determination No.: 2005-2025 Rev. 2 11/6/2006	Area: Arizona Counties of Cochise, Graham, Greenlee, Pima, Santa Cruz	General Clerk I 10.33 General Clerk II 11.72
Wage Determination No.: 2005-2027 Rev. 4 11/29/2006	Area: Arizona Counties of La Paz, Yuma	General Clerk I 10.64 General Clerk II 12.43
Wage Determination	California Counties	Minimum Wage
Wage Determination No.: 2005-2045 Rev. 2 11/6/2006	Area: California Counties of Fresno, Madera, Mariposa, Merced	General Clerk I 11.08 General Clerk II 11.97
Wage Determination No.: 2005-2047 Rev. 2 11/29/2006	Area: California Counties of Los Angeles, Orange	General Clerk I 10.69 General Clerk II 14.92
Wage Determination No.: 2005-2049 Rev. 2 12/15/2006	Area: California Counties of Monterey, San Benito	General Clerk I 12.25 General Clerk II 14.92
Wage Determination No.: 2005-2043 Rev. 4 3/29/2007	Area: California County of Kern	General Clerk I 11.81 General Clerk II 14.75
Wage Determination No.: 2005-2051 Rev. 2 11/29/2006	Area: California Counties of Alameda, Contra Costa	General Clerk I 15.87 General Clerk II 17.31
Wage Determination No.: 2005-2053 Rev. 3 11/29/2006	Area: California Counties of Riverside, San Bernardino	General Clerk I 10.69 General Clerk II 14.92
Wage Determination No.: 2005-2055 Rev. 2 11/29/2006	Area: California Counties of Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba	General Clerk I 12.84 General Clerk II 14.15
Wage Determination No.: 2005-2057 Rev. 3 3/21/2007	Area: California Counties of Imperial, San Diego	General Clerk I 12.31 General Clerk II 13.99

Wage Determination	California Counties	Minimum Wage
Wage Determination No.: 2005-2059 Rev. 3 11/29/2006	Area: California Counties of Marin, San Francisco, San Mateo	General Clerk I 15.87 General Clerk II 17.31
Wage Determination No.: 2005-2061 Rev. 2 11/29/2006	Area: California Counties of Santa Clara, Santa Cruz	General Clerk I 15.87 General Clerk II 17.31
Wage Determination No.: 2005-2063 Rev. 2 9/19/2006	Area: California Counties of San Luis Obispo, Santa Barbara	General Clerk I 12.72 General Clerk II 14.72
Wage Determination No.: 2005-2067 Rev. 3 11/20/2006	Area: California Counties of Calaveras, San Joaquin, Stanislaus, Tuolumne	General Clerk I 12.02 General Clerk II 14.05
Wage Determination No.: 2005-2069 Rev. 2 11/29/2006	Area: California Counties of Napa, Solano, Sonoma	General Clerk I 15.87 General Clerk II 17.31
Wage Determination No.: 2005-2071 Rev. 2 11/29/2006	Area: California County of Ventura	General Clerk I 10.86 General Clerk II 14.92
Wage Determination No.: 2005-2073 Rev. 3 12/11/2006	Area: California Counties of Inyo, Kings, Tulare	General Clerk I 10.79 General Clerk II 11.91
Wage Determination	California and Nevada Counties	Minimum Wage
Wage Determination No.: 2005-2333 Rev. 3 3/21/2007	Area: California Counties of Lassen, Mono Nevada - All Counties except : Clark, Esmeralda, Lincoln, Nye	General Clerk I 12.95 General Clerk II 14.08
Wage Determination	Colorado Counties	Minimum Wage
Wage Determination No.: 2005-2079 Rev. 2 12/11/2006	Area: Colorado Counties of Cheyenne, El Paso, Kit Carson, Lincoln, Teller	General Clerk I 11.37 General Clerk II 12.38
Wage Determination No.: 2005-2081 Rev. 2 1/12/2007	Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma	General Clerk I 12.21 General Clerk II 12.79

Wage Determination	Colorado Counties	Minimum Wage
Wage Determination No.: 2005-2083 Rev. 2 11/27/2006	Area: Colorado Counties of Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, La Plata, Lake, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel	General Clerk I 10.33 General Clerk II 11.39
Wage Determination	Idaho Counties	Minimum Wage
Wage Determination No.: 2005-2159 Rev. 2 12/15/2006	Area: Idaho Statewide	General Clerk I 10.47 General Clerk II 11.44
Wage Determination	Kansas Counties	Minimum Wage
Wage Determination No.: 2005-2215 Rev. 2 12/11/2006	Area: Kansas Counties of Allen, Barber, Barton, Bourbon, Butler, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Comanche, Cowley, Crawford, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, Marion, McPherson, Meade, Mitchell, Montgomery, Morton, Neosho, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, Woodson	General Clerk I 10.73 General Clerk II 12.28
Wage Determination	Montana Counties	Minimum Wage
Wage Determination No.: 2005-2317 Rev. 2 2/14/2007	Area: Montana Statewide	General Clerk I 9.59 General Clerk II 10.40
Wage Determination	Iowa and Nebraska Counties	Minimum Wage
Wage Determination No.: 2005-2325 Rev. 2 2/15/2007	Area: Iowa Counties of Adams, Buena Vista, Cass, Cherokee, Clay, Crawford, Dickinson, Fremont, Harrison, Ida, Lyon, Mills, Monona, Montgomery, Obrien, Osceola, Page, Plymouth, Pottawattamie, Sac, Shelby, Sioux, Woodbury Nebraska Counties of Burt, Butler, Cass, Cedar, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Gage, Johnson, Lancaster, Madison, Nemaha, Otoe, Pawnee, Pierce, Richardson, Sarpy, Saunders, Stanton, Thurston, Washington, Wayne	General Clerk I 10.77 General Clerk II 13.10

Wage Determination	Arizona and Nevada Counties	Minimum Wage
Wage Determination No.: 2005-2331 Rev. 3 4/3/2007	Area: Arizona County of Mohave Nevada Counties of Clark, Esmeralda, Lincoln, Nye	General Clerk I 11.68 General Clerk II 13.46
Wage Determination	New Mexico Counties	Minimum Wage
Wage Determination No.: 2005-2361 Rev. 2 2/15/2007	Area: New Mexico Counties of Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Sandoval, Santa Fe, Socorro, Taos, Torrance, Valencia	General Clerk I 10.42 General Clerk II 11.56
Wage Determination	North Dakota Counties	Minimum Wage
Wage Determination No.: 2005-2407 Rev. 2 11/21/2006	Area: North Dakota Statewide	General Clerk I 9.97 General Clerk II 11.45
Wage Determination	South Dakota Counties	Minimum Wage
Wage Determination No.: 2005-2485 Rev. 1 9/19/2006	Area: South Dakota Counties of Bennett, Butte, Corson, Custer, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Meade, Mellette, Pennington, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach	General Clerk I 9.03 General Clerk II 10.42
Wage Determination	Utah Counties	Minimum Wage
Wage Determination No.: 2005-2531 Rev. 2 2/15/2007	Area: Utah Statewide	General Clerk I 10.80 General Clerk II 11.79
Wage Determination	Wyoming and Nebraska Counties	Minimum Wage
Wage Determination No.: 2005-2587 Rev. 1 9/20/2006	Area: Nebraska Counties of Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan, Sioux Wyoming Statewide	General Clerk I 9.23 General Clerk II 11.28

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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)

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)