

Contract Requirements

SECTION B

The intent of this solicitation is to obtain the services of water handling equipment to include Type 3-6 wildland fire-fighting engines and water tenders as defined in this solicitation, for local, Regional, and Nationwide fire suppression, all hazard activities, and severity.

The Blanket Purchase Agreement resulting from this Request for Quote (RFQ) will be in the form of an Emergency Equipment Rental Agreement which may be used by multiple State and Federal agencies.

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

PRICING AND ESTIMATED QUANTITY

This solicitation will result in multiple award daily rate agreements with per-day prices. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

Proposed daily rates shall include, but are not limited to, labor, equipment, materials, State and Federal taxes (including worker's compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/operators/crews meet(s) the specified standards. A Contractor's representative attendance at the operational period briefings shall be included in the daily rate. Vendors shall be prepared to operate their equipment up to 16 hours per day. Finance Unit will work in tandem with Fire Operations to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

The Government has established a price range it considers reasonable.

BASIS OF AWARD

The Government intends to award X number of Agreements, however, awards will only be made to those quoters offering equipment that meets the minimum specifications, personnel with the minimum training qualifications, has acceptable past performance, and reasonable prices. See Section E.2

Awards will be made to equipment located within dispatch zones located within this geographic area. Nationally, only one award will be made per each piece of equipment.

SUMMARY The Contractor shall:

1. Obtain a USDA eAuthentication profile (see Exhibit P)

2. Enter Company information, including; equipment and price into VIPR.

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

4. Register in or update information in CCR (see C.1 (t))

5. Obtain Pre-award Inspections and submit hard copy documentation (see D.16)

6. Submit Worker's Compensation or legal exemption and Vehicle Insurance documentation

If you are new to Federal sector contracting or need other assistance with regards to placing a quote under this solicitation, contact your local Procurement Technical Assistance Center (PTAC). Locations of PTACs and other valuable information on contracting with the Government may be found at: <http://www.aptac-us.org/>

NOTE: The Virtual Incident Procurement (VIPR) System is being developed and will be used by the Forest Service for all pre-season incident procurements. Beginning in the fall of 2008, vendors will be required to access VIPR in order to respond to solicitations or access their awarded agreement. Access to VIPR requires that you obtain Level 2 eAuthentication, which provides the ability to conduct official electronic business transactions via the internet. Additional information regarding eAuthentication will be provided by your servicing acquisition office as indicated in block 7 of the SF-1449 or can be obtained at <http://www.eauth.egov.usda.gov/>

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (SEP 2005)

(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 at any time or at any place or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government will 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 Claim Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the government wide 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 shall 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.
- (9) 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 FAR 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; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall 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.

(3) 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 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.

(4) 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.

Add the following clauses:

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

- 52.208-4 Vehicle Lease Payments (Apr 1984)
- 52.208-5 Condition Of Lease Vehicles (Apr 1984)
- 52.208-6 Markings Of Leased Vehicles (Apr 1984)
- 52.236-7 Permits and Responsibilities (Nov 1991)
- 52.245-1 Property Records (Apr 1984)
- 52.245-4 Government Furnished Property (Short Form) (Jun 2003)
- 4G52.222-701 Employment of Eligible Workers, FSAR (DEC 1999)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (NOV 2006)

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

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

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (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 Small Business Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) Reserved

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 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 (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (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.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUN 2003) of 52.219-23.

(11) 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).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).

(14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(15) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(18) 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).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

- _X_ (20) 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 (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(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)).
- ___ (23) 52.225-1, Buy American Act-Supplies (JUN 2003) (41 U.S.C. 10a - 10d).
- ___ (24)(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.
- ___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (26) 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).
- ___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42. U.S.C. 5150).
- ___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42. U.S.C. 5150).
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2000) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _X_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Feb 2006) of 52.247-64.

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

- _X_ (1) 52.222-41, Service Contract Act of 1965, As Amended (JULY 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.).
- _X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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) or (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 (APR 2002) (E.O. 11246).

(iii) 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).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 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.

C.3 AGREEMENT AND PERFORMANCE PERIODS C.3.1 AGREEMENT PERIOD Estimated date of award is May 30, 2007. The Agreement period is for one year from the date of award with annual review and possible renewal and extensions thereafter. Agreements may be extended at the rates quoted through May 30, 2010. Rates in future years may be adjusted prior to issuance of the renewal Agreement only during the period set forth by the Contracting Officer. The estimated use period for equipment within the Pacific Northwest Geographic Area is between Month, day and Month, day of each year. Potential use outside this area could occur at any time. Refer to General Clauses to Agreement Form OF-294, Exhibit A, for the Contractor's obligation under this agreement. C.3.2 START WORK The Contractor shall provide availability status to the designated dispatch office within 10 days after award of the Agreement.

C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS

Refer to General Clauses to Agreement Form OF-294, Exhibit A.

C.5 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

C.6 PRE-QUOTE MEETING (a) The Government is planning pre-quote meetings, during which potential quoters may obtain a better understanding of the work required. (b) Quoters are encouraged to submit all questions in writing at least five (5) days prior to the conference. (c) Quoters are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the quoter to seek clarification prior to submitting a quote. (d) The conferences will be held:
No meetings scheduled.

C.7 CHANGES TO AGREEMENTS

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

D.1 SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain the services of water handling equipment for use on a local, Regional and Nation-wide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The equipment may be used in the protection of lands, to include but not be limited to, severity, initial attack, fire suppression, and all-hazard incidents needing the use of personnel trained in the Incident Command System (ICS).

D.2 EQUIPMENT D.2.1 Equipment (vehicle, tank, pump, accessories and equipment complement) shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor. D.2.1.1 Vehicles that have emergency lights may not use them when performing work under this Agreement unless directed in writing by the Incident Commander to do so. In addition to those requirements found in the Exhibits, the following requirements are necessary: D.2.1.2 All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in the General Clauses to Agreement Form OF-294, Exhibit A. All Engines and Tenders under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour. D.2.1.3 All type 6 engines shall have operational 4-wheel/or multiple axle drive capability. Type 3, 4, and 5 engines, 4-wheel/or multiple axle drive capability is optional. D.2.1.4 Tires shall have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which including the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32 for rear tires and 4/32 for steering axle tires. All wheel drive vehicles shall have all season or mud and snow tire tread on all wheels. D.2.1.5 All engines shall have a full size spare tire with minimum of 4/32 tread and wheel securely (mounted to the vehicle). The spare tire shall be easily accessible. D.2.1.6 All water handling equipment shall have: a. A fire extinguisher, multi-purpose 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers. b. An audible reverse warning device (backup alarm) of 89 db or greater when the transmission is put into reverse. The warning device shall face to the rear. No other switches to activate the alarm shall be allowed. c. In addition to these requirements, engines and tenders shall meet all State Motor Vehicle Requirements and shall have: i. Reflectors, triangles, bi-directional, one set of 3. ii. Two wheel chocks (NFPA 1906, most current edition) D.2.1.7 No engine or water tender shall exceed the manufacturer's GVWR or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped. The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear and total GVWR at the pre-season and incident inspections. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted. Vehicles without GVWR and GAWR ratings will be rejected at the pre-award inspection and will have to reschedule another regular inspection time and/or location when certification is acquired. Water tender tanks which exceed the GVWR or GAWR of the vehicle when full shall have a physical overflow device (valve, plug, or permanent tank modification) which limits the amount of water that can be contained in the tank to meet the manufacturer's GVWR and GAWR (temporary fillers or spacers not allowed). TANK CAPACITY SHALL BE PERMANENTLY MODIFIED TO MEET MANUFACTURER'S GVWR AND GAWR AND OVERFLOW DEVICES SHALL NOT BE ALLOWED AFTER JANUARY 1, 2010. All three-axle water tenders shall have a GVWR and GAWR capacity of at least 2500 gallons. NFPA 1906 BAFFLING STANDARDS WILL BE REQUIRED BY 2008. All water tenders shall have a 4" gravity dump valve located on the rear of the tank capable of dumping 90 % of the tanks contents into a standard folding tank. The valve shall be plumbed to allow the flow of water over any rear bumper protection into the folding tank. D.2.1.8 Engines shall have chainsaws with a minimum of 18 inch guide bar and a 3.0 cubic inch size motor. A chainsaw kit is also required and shall have the following items: Chainsaw protective wrap around leg chaps that meet the current industry standards approved by OSHA, extra chain, srench, chain file, felling axe, felling wedge, and an OSHA approved fuel container for holding chainsaw engine fuel oil mixture and guide bar oil. The chainsaw may be used for mop-up operations, the clearing of access routes and emergency escape routes. The engine crew shall not perform as tree fallers. D.2.1.9 The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components. D.2.1.10 Engines shall be equipped with a single rapid shutoff valve that permits the attachment of a 1-1/2 inch hose. D.2.1.11 The Engine shall be equipped with a live reel with a minimum of 100 feet of non-collapsible (booster) hose with combination nozzle. Hose shall be connected to the water supply. The hose shall not be less than (3/4) inch INSIDE diameter. The 100 feet of hose specified here is in addition to the hose specified in the NWCG Fireline Handbook (Jan 1998) under "Component". D.2.1.12 Baffling. The water tanks shall be equipped with a secure lid and partitions that reduce the shifting of the water load. Free Floating Baffle System -

For poly tanks, baffles which reduce the shifting of the water load AND do not compromise the structural integrity of the originally manufactured tank are acceptable. Fillers and spacers are not permitted. All tanks shall comply with the National Fire Protection Association NFPA 1906 Standard for Wildland Fire Apparatus, 2006 edition, requirements by March 1, 2008. D.2.1.13 The pump may be an auxiliary powered pump or a power take-off pump. All pumps shall have a discharge pressure gauge by 2010. If the pump is of the positive displacement type, a bypass or pressure relief valve shall be provided. The pump shall meet minimum capabilities for the type of Contract Equipment as designated in Exhibit H. D.2.1.14 The pump, as mounted, shall be capable of drafting water from a water source located 10 feet vertical distance below the pump head through the required 20 feet of suction hose. The Contractor may substitute a portable pump capable of meeting the fill times identified for that particular type of equipment. D.2.1.15 All Engines shall have pump and roll capabilities. The vehicle drive engine and drive train shall be arranged so that the pump can deliver at least its rated capacity or 20 GPM, whichever is less at a gauge pressure of 80 psi, while the fire apparatus is moving at 2 mph or less. D.2.2 VEHICLE LICENSING REQUIREMENTS: For Contractors to accept out-of-state assignments, their offered vehicles shall be licensed for interstate travel and meet the commercial interstate vehicle requirements described by Federal Motor Carrier Safety Regulation (FMCSA) 390.5. D.2.2.1 All Engines and Tenders offered and used under this Agreement shall be licensed and legally operable on all roads. All Engines and Tenders with a Gross Vehicle Weight Rating (GVWR) greater than 10,001 pounds shall have: a) US Department of Transportation (USDOT) number; and b) annual USDOT certified vehicle inspection; or c) Commercial Motor Vehicle Safety Alliance Inspection. (49 CFR 396.23) D.2.2.2 Operators of any motor vehicle having a GVWR of more than 26,001 pounds shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of more than 10,001 pounds shall have a current medical card. D.2.2.3 Vehicle Identification Every engine and tender shall have the company's name and unique identification number affixed to the vehicle. The company name and unique ID shall be on each side of the cab. As required in part 390 of FMCSA, every vehicle with a GVWR greater than 10,000 lbs. shall be marked on both sides of the vehicle with the following: a. the motor carrier's name or trade name b. the motor carrier's identification number preceded by US DOT D.2.2.4 Prohibited Marking Federal regulations prohibit the use of official agency shields or markings on private vehicles or property. D.2.3 PROGRAMMABLE RADIO: ENGINES AND WATER TENDERS ONLY Engine Contractors shall have a minimum of two radios (one shall be handheld) and Tender Contractors shall have a minimum of one radio. The radio must be capable of operating in the frequency range of 148MHz to 174MHz in the analog wide band (25KHz) and narrow band (12.5KHz) modes. P25 (digital) compliant radios in the frequency range of 138MHz to 174MHz are suggested for new purchases. The contractor shall provide any software, hardware and knowledge needed to put the radio into service on any valid frequency and bandwidth assigned to the incident. The contractor shall provide any accessories needed to keep the radio in an operational condition, including batteries, for the length of the incident. Contractors shall be capable of programming incident frequencies into their radios. Modified or Family Service Radios (FSR) radios are strictly prohibited. A partial list of compatible radios is located at: <http://www.fireradios.net/> Battery Suggestions: Two batteries per radio at minimum. Clamshell 1.5V AA alkaline battery holders are suggested since a source of AC power can not be guaranteed and would have to be provided by the contractor to recharge other types of batteries. The Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations when using Federal Agency frequencies and with all Federal Communications Commission (FCC) rules and regulations when using State Agency frequencies. The Contractor shall not use the fire fighting/incident frequencies for other than fire suppression activities. All Incident, Federal and State frequencies shall be removed prior to demobilization from the incident.

D.3 STAFFING REQUIREMENTS

All Contractor personnel shall be trained in accordance with NWCG Wildland Fire Qualifications System Guide PMS 310-1 and qualifications carded in accordance with Exhibits I.1 and I.2, Training and Positions Qualifications Requirements, and comply with Exhibit J, Safety Standards.

Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during

wildland fire management operations on federal jurisdictions, including execution of prescribed burns.

D.3.1 ENGINE STAFFING REQUIREMENTS

Training requirements are listed in Exhibit I.

The Contractor shall furnish type 3-6 wildland fire engine(s), consisting of a crew of three (3) to include:

Number of Personnel: 1 ea

Title: Single Resource Boss Engine (ENGB)

Engine Types: All Types

Number of Personnel: 2 ea

Title: Firefighter Types 1 or 2 (FFT1 or FFT2)

Engine Types: All Types

Additional crew members ordered at the time of dispatch will be compensated at the daily rate of \$300 each.

D.3.2 WATER TENDER STAFFING REQUIREMENTS

The Contractor shall furnish wildland water tenders (support), consisting of one (1) person to include:

Number of Personnel: 1 ea

Title: Tender Operator (WTOP)

Tender Types: All Types

The Contractor shall furnish wildland water tenders (tactical), consisting of two (2) persons to include:

Number of Personnel: 1 ea

Title: Tender Operator (WTOP)

Tender Types: All Types

Number of Personnel: 1 ea

Title: Engine Module Member (FFT1 or FFT2)

Tender Types: All Types

D.3.4 ENGLISH SPEAKING REQUIREMENT

Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative (i.e. ENGB, or operator) on each piece of equipment shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

D.4 EQUIPMENT RELIABILITY

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

equipment.

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

D.5 AVAILABILITY The Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When Contract Equipment (CE) is unavailable, the equipment will not be eligible for dispatch under the Agreement.

D.6 ORDERING PROTOCOL FOR EQUIPMENT This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement. The Contractor shall restrict calls to the host dispatch center only. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors." **D.6.1 DISPATCH PRIORITY** Each host dispatch center will give dispatch priority to equipment offering the greatest advantage to the Government for emergency wildland fire suppression, all-hazard, and severity assignments, BEFORE all other private resources not under this Agreement with the following exceptions: a. For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking will not be used during initial attack and CE may or may not be used. b. Tribal preference policy established within reservation jurisdiction. c. Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement. d. Service Disabled Veteran-Owned Small Businesses (SDVOSB) A specific contracting officer or dispatch center may mobilize SDVOSB contractors either as a result of this Agreement or in addition to this Agreement as a high priority due to the requirements of the Federal Acquisition Regulation in order to meet regional/local socio-economic goals. Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the CE in reserve as a contingency force in a non pay status when that resource is available.

D.6.2 RANKING OF AWARDED EQUIPMENT FOR DISPATCH PRIORITY All equipment on an awarded Agreement will be ranked on the dispatch list according to the advantages the equipment has to offer. During the preseason inspection, information on each piece of equipment's advantages will be collected. Those pieces of equipment receiving an award will then be moved to the next step of ranking for the dispatch priority list. Criteria have been developed for each category of equipment to assess the advantages for dispatch priority. Advantages will be given a point value. The total points for each piece of equipment's advantages are then divided by the price resulting in dispatch priority with highest total advantage per dollar being ranked highest on the dispatch list. The following is a list of the advantages and associated points for each equipment category. A complete breakdown can be found in Exhibit L. Advantages 1. ENGINES a. Mechanical Condition 50 possible points b. Gallons Hauled 30 possible points c. Pump Performance 30 possible points d. Age 20 possible points e. Foam Application System 10 possible points 2.

SUPPORT WATER TENDERS a. Mechanical Condition 50 possible points b. Gallons Hauled 50 possible points c. Spray Bar 30 possible points d. Suspension* 25 possible points e. Age 10 possible points * See Exhibit B Definitions for a description of qualifying suspensions for points

D.6.3 ORDERING PROCEDURES FOR CE **D.6.3.1** Following Agreement award, each host dispatch center will have an established priority dispatch list showing the equipment located within their dispatch zone. The Government intends to dispatch CE based on this priority ranking for other than initial attack. **D.6.3.2** If all CE on the priority list are depleted within the host dispatch center, orders will be placed utilizing established dispatch procedures. **D.6.3.3** SDVOSB'S may be given dispatch priority should awards be made to SDVOSB. This decision will be made by the Contracting Officer considering price and other factors. **D.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS.** **D.6.4.1** At the time of acceptance of the assignment, the following information will be given to the Contractor: a. Resource Order Number. b. Incident Order Number and Name of Incident. c. Date and time to report to incident. d. Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available. e. Incident contact phone number for further

information. f. Fire Code/Funding Code Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the CE, and the ETD and ETA from point of dispatch. Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor. D.6.5 DISPATCHING PROCEDURES D.6.5.1 When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached, the dispatcher may proceed with contacting the next CE on the priority dispatch list. Contractor shall check in at the assignment at the time agreed upon when dispatched. D.6.5.2 The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time. D.6.5.3 The Contractor shall provide the resource order information at the time of check-in at the incident. D.6.6 EMERGENCY INCIDENT DRIVING The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34) The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: <http://www.nwccg.gov/pms/pubs/IIBMH2/iibmh.pdf> The Contractor is responsible for complying with all other current Federal, State and Local driving regulations. See General Clauses to the Agreement Form OF-294, clause 17, Exhibit A. D.6.7 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT To mitigate exceeding length of assignments or work/rest guidelines, and manage the days of rest, the direction provided in the IIBMH shall be followed. Contract personnel/resources shall adhere to current work/rest guidelines. a. The Government's options consist of: b. The Contractor provides replacement personnel. Replacement personnel are subject to the work/rest guidelines. c. The Government will not pay transportation cost for replacement personnel. d. Resources may be released after a 14-day assignment. e. With the Government's agreement, the Contract resource(s) may volunteer to remain at the incident base camp and not be placed on shift to allow proper rest. Mandatory days off are not compensable when the Contractor is off shift in compliance with the length of assignment provisions. See General Clauses to the Agreement Form OF-294, clause 7d, Exhibit A. D.6.8 DEMOBILIZATION The Incident Commander will determine the priority of demobilization. D.6.9 RELEASE At the time of release, the Contractor shall notify the host dispatch center of their status, and estimated time of arrival back to the point of hire. Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

D.7 PROPERTY

D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

D.7.1.1 Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

D.7.1.2 Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

D.7.1.3 Government Furnished Hose and Complements

The Contractor is required to arrive at an incident equipped with hose as required in Exhibit H. The Government may require that Contractor-owned hose and complements be left at the incident and the Contractor equipment be reassigned or demobilized without picking up that hose and/or complement. In these cases the following procedure shall be followed:

a. When the Government requires the Contractor to leave Contractor- owned hose and/or complements on an incident, the Government will provide the Contractor with Form AD-107 Report of Transfer of Property (or equivalent) to transfer the Contractor's property to the Government.

b. In the case of reassignments, the Contractor shall present the form to the supply unit at the incident who will loan the Contractor Government-furnished hose and/or complement. This will be done to ensure that the Contractor maintains viability (the ability to continue operations) at the reassigned incident. At the time of demobilization to the Designated Dispatch Point, all accountable/durable property shall be returned to the government.

c. If the CE is being demobilized, no government hose or complement is issued. The Contractor may present a signed AD-107 form and a receipt for their Contractor-owned hose and complements left during performance of the work to the Incident Procurement Unit Leader or Contracting Officer. The amount of reimbursement will be negotiated and may be paid as an adjustment to the invoice.

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

D.8.1 MANIFEST (EXHIBIT K)

At the time of arrival, the Contractor shall provide a complete Crew Manifest and complete complement list to the Status Check-In, listing the Contractor name, Agreement number, each person's complete name, and departure time from point of dispatch.

When a change in personnel occurs, the Contractor shall provide a new manifest before the next operational period to the Finance Unit and to Status Check-in.

D.8.2 AGREEMENT INFORMATION

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

D.9 LAUNDRY SERVICE

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

D.10 CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

D.11 COMMISSARY

If authorized by the Contractor in EaTIS, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to Clause 11, General Clauses to Agreement Form OF-294, Exhibit A.

D.12 TIMEKEEPING

Refer to Clause 5, General Clauses to Agreement Form OF-294, Exhibit A.

D.13 CONTRACTOR'S REPRESENTATIVE

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

D.14 FIRST AID/EMERGENCY EVACUATION/ACCIDENTS

D.14.1 The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If contractor personnel are injured on the fireline, the Government, at Contractor expense, may evacuate the injured person(s). If Contractor personnel become ill or are injured and require transport to medical facility/hospital, the costs may be at the Contractor's expense.

D.14.2 Contractor shall provide the Single Resource Boss (engine) or Equipment Operator with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

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

D.16 PRE-AWARD INSPECTIONS CO. may tailor the first paragraph. Prior to award, the Government will perform inspections of equipment and personnel qualifications. Should the Contractor's equipment not pass inspection, one re-inspection will be allowed. Copies of the inspection reports shall be distributed by the inspection team one copy forwarded to the CO and one forwarded to the Contractor. Information on the equipment advantages collected during the pre-award inspection will be used for the process of ranking the equipment on the priority dispatch listing. These inspections are necessary for the Government to determine Agreement compliance and all associated costs are considered incidental costs to the Contractor, and will not be paid by the Government. Copies of the pre-award equipment and personnel qualification inspection forms are in Exhibits H and I. The

Government reserves the right to re-inspect the equipment at any time.

D.16.1. Equipment Weight. At the time of inspection, engines and water tenders shall be weighed empty and shall be weighed fully loaded and fully equipped without personnel and their gear. Two hundred and fifty pounds (250 pounds), which includes appropriate gear, shall be added for each crew person. CE shall not exceed the manufacturer's GVWR or GAWR when fully loaded and ready for operation: fuel, water, personnel, and equipment.

WATER TENDERS : TANKS WHICH EXCEED THE GVWR OR GAWR OF THE VEHICLE WHEN FULL SHALL HAVE A PHYSICAL OVERFLOW DEVICE (FILLERS OR SPACERS NOT ALLOWED) WHICH LIMITS THE AMOUNT OF WATER CONTAINED IN THE TANK TO MEET THE MANUFACTURER'S GVWR AND GAWR. Vehicles without GVWR and GAWR ratings will be rejected at the pre-award inspection and will have to reschedule to another regular inspection time and/or location when certification is acquired. TANK CAPACITY SHALL BE PERMANENTLY MODIFIED TO MEET MANUFACTURER'S GVWR AND GAWR AND OVERFLOW DEVICES SHALL NOT BE ALLOWED AFTER JANUARY 1, 2010. NFPA 1906 BAFFLING STANDARDS WILL BE REQUIRED BY 2008.

D.16.2 The Agency designated inspector may consider an engine or water tender with a current Commercial Motor Vehicle Safety Alliance (CMVSA) inspection as passing the mechanical portion of the initial equipment inspection. This provision does not preclude an agency designated inspector from performing the complete mechanical portion of the initial inspection if the inspector determines the complete mechanical inspection is required to confirm vehicle meets all requirements/ specifications. D.16.3 Schedules. Pre-award inspection schedules will be made available to the Contractors after receipt and review of quotes or included in the solicitation. The Contractor is responsible for ensuring that each CE is inspected in a timely manner. The Contractor is responsible for any fees required to pass inspection. The checklists to be used for CE inspections are shown in Exhibit H. Inspection of equipment and personnel records may occur concurrently, or be scheduled at different times. Re-inspections shall be scheduled during regularly scheduled inspection periods. CE and personnel records may be re-inspected at any designated inspection location within the Geographic Area.

D.16.4 When submitting personnel training records the Contractor shall provide: a. Completed Individual Employee Training Verification Forms for each firefighter. b. Formal training certificates for each required course, including annual Fireline Safety Refresher Training (RT-130) training. If not available at the time of inspection, submit to the Contracting Officer no later than May 30, 2009.c. Completed performance task books for each position the person is qualified to perform. d. Documentation which validate experience. e. Work Capacity Fitness test record for current year. If not available at the time of inspection, submit to the Contracting officer no later than May 30, 2009.f. A copy of commercial driver's license (CDL) with tank endorsements over 26001 lbs and medical card for over 10001 lbs. D.16.5 When submitting equipment for inspection, the Contractor shall have vehicle fully equipped ready to fight fire and bring the following documentation: a. Annual Department of Transportation Inspection or CMVSA Reports b. Proof of insurance c. Current vehicle registration d. Manufacturers certification of GVWR and GAWR affixed to the vehicle or certification from a Final Stage Manufacturer. A line sheet from the Manufacturer with VIN number along with GVWR and GAWR is acceptable e. Current (within 1 year) certified fully loaded weight receipt f. After market certification for altering of tanks from their original conditions. The form is in Exhibit H.

D.17 INCIDENT PRE-USE INSPECTION

Prior to incident use or anytime the equipment is under hire, the Government will perform inspections utilizing form OF-296 "Vehicle/Heavy Equipment Safety Inspection Checklist" to insure compliance with the Agreement requirements. (See Clause 1, General Clauses to Agreement Form OF-294, Exhibit A.)

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as

follows:

- a. The original copy shall remain with the payment package, to be forwarded to the payment center for processing.
- b. A duplicate copy shall remain with the fire documents on Host Unit.
- c. A duplicate copy given to the Contractor.
- d. A duplicate copy shall be forwarded to the CO for all non-compliant equipment.

D.18 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

See Clause 7, General Clauses to Agreement Form OF-294, Exhibit A. If the CE is released due to noncompliance, documentation shall be forwarded, by the Incident Management Team to the Contracting Officer.

D.18.1 UNDERSTRENGTH ENGINE CREWS

After acceptance at the incident, the Government may elect to keep a CE (engine) that falls below three crewmembers. If the resource complement falls below the agreed upon staffing (as agreed to at the time of dispatch and documented on the resource order) the CE is noncompliant. If the Contractor agrees to add additional crew members to bring the CE up to the Agreement standard of 3 people, compliance shall be met within 24 hours or the time frame designated by Government representatives at the incident. Travel time to the incident will not be paid for additional crew members necessary to complete a three-member crew.

If the Contractor is unable to bring engine strength to three people within 24 hours or time frame designated by Government representatives, the Government may at its discretion, accept the CE at a reduced rate, notwithstanding the fact that it is under strength as long as the NWCG minimum standards are met. (See D.21.1 for payment information)

D.19 WORKMANSHIP

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

If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does

not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

D.19.1 INCIDENT BEHAVIOR

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D.20 PERFORMANCE EVALUATIONS

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

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

D.21 PAYMENTS FOR FIRE SUPPRESSION, ALL-HAZARD ACTIVITIES, AND SEVERITY

Payments will be made in accordance with Clause 6 of the General Clauses to Agreement Form OF-294 (Exhibit A).

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

Table D.21

SEVERITY RATES

Severity is paid at 75% of the daily rate for 10 hours or less, excluding meal breaks.

For greater than 10 hours, including travel time, the full daily rate applies.

If a resource is mobilized to an incident within the 10 hour severity period the payment will revert to the full daily rate. If the mobilization occurs outside the 10 hour severity period they will be released from their severity assignment and the suppression rates will be applied under the first and last day language of the Agreement. In no case shall the daily rate be exceeded.

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

Severity assignments often are not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, RON (see D.21.4) may or may not be authorized and is at the Government's discretion.

D.21.1. ENGINE CREW DOWNGRADE OR REJECTION

If CE reports to an incident without three members, the CE is noncompliant and will not be accepted. If a member becomes unable to work after acceptance at an incident and the incident requests the CE remain at the incident, the payment will be reduced by \$300 per shift unless the member unable to work is the Engine Crew Boss (ENGB), at which time the CE shall be rejected as non-compliant.

D.21.2 BRIEFINGS

The Single Resource Engine Boss (or operator of other water handling equipment) shall attend operational period briefings. This is included in the daily rate.

D.21.3 WITHDRAWAL OF CE

See Clause 7, General Clauses to Agreement Form OF-294 Exhibit A

D.21.4 REMAIN OVERNIGHT ALLOWANCE (RON)

This is not applicable to travel to and from the incident (Refer to Clause 8, General Clauses to Agreement Form of-294, Exhibit A).

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

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

D.21.5 FOOD & DRINK

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

Food and drink is normally provided at the incident, if available, at no charge. (Refer to Clause 8, General Clauses to Agreement Form OF-294, Exhibit A). Firefighters are encouraged to take sufficient drink with them to the fireline. (See "Heat Stress" in Exhibit J, Safety Standards.)

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

D.21.6 ORDER CANCELLATION

Order Cancellation/Enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host dispatch center in accordance with Clause 6, General Clauses to Agreement Form OF-294, Exhibit A.

D.21.7 COMPRESSED AIR FOAM SYSTEMS (CAFS)

If engine has Compressed Air Foam System (CAFS) capabilities and is directed by an authorized Government official to be used as such, payment will be adjusted according to the hourly rates for the system shown in Exhibit G. Hourly use shall be documented on a shift ticket. Payment shall be for hours of actual use of the CAF System in addition to the daily rate for the engine.

D.21.8 PAYMENTS

Each host agency is responsible for their incident payments. The payment office will be designated in block 9 on the Emergency Equipment Use Invoice, Form OF-286. See Exhibit C for complete agency payment office information.

D.21.9 INVOICING PROCESS FIRE SUPPRESSION, ALL-HAZARD ACTIVITIES, AND SEVERITY (Refer to Clause 6, General Clauses to Agreement Form OF-294, Exhibit A).

D.21.9.1 The Single Resource Engine Boss or operator of other water handling equipment shall have two copies of the Agreement with the resource order information for the assigned incident.

D.21.9.2 After each operational period worked, the Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit M). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each crew member's name and their position shall be listed on the shift ticket.

D.21.9.3 The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286).

D.21.9.4 When the CE is released to return to the DDP, the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 The incident will submit a payment package including all signed originals of OF-286, OF-296, OF-297(s), pre and post inspections, and a copy of the resource order to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

D.22 CE VEHICLE REPLACEMENT PARTS OR SUBSTITUTION

The intent of this clause is to provide permanent substitution of CEs, or repair and/or replacement of auxiliary or peripheral equipment for CEs, not intermittent rotation of equipment. The Contractor is obligated to provide the CE offered in the proposal.

D.22.1 Repair and/or Replacement of Auxiliary/Peripheral Equipment

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

D.22.2 Substitutions of CEs

Proposed CEs for substitution shall be inspected and accepted by qualified inspectors, and approved in advance of use by the CO. The Schedule of Services will be changed in EaTIS to reflect approved CE vehicle identification numbers (VINs). Substituted CE shall be equal or better equipment with no change in the Agreement rate. The substituted CE will retain the same position on the priority dispatch list as the one removed from service.

D.23 LIST OF EXHIBITS

Provided as a separate attachment