

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER AG-04H1-S-11-7005
7. FOR SOLICITATION INFORMATION CALL: Kermadine Barton			5. SOLICITATION NUMBER AG-04H1-S-11-7005
a. NAME Kermadine Barton			6. SOLICITATION ISSUE DATE 02/10/2011 15:32 PST
b. TELEPHONE NUMBER (No collect calls) 541-471-6746			8. OFFER DUE DATE/ LOCAL TIME 05/09/2011 16:00 PDT

9. ISSUED BY USDA Forest Service Pacific Northwest Region (R-6) Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 488190 SIZE STANDARD: \$7.0 million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO	16. ADMINISTERED BY Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526
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17a. CONTRACTOR/OFFEROR	18a. PAYMENT WILL BE MADE BY Refer to Exhibit B
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	VIPR I-BPA for Trailer Helicopter Operations Support for Region 6 - Pacific Northwest Region <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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VIPR Vendor Application Pilot

This solicitation requires vendors to submit their quotes using the VIPR Vendor Application pilot.

To access the VIPR Vendor application pilot, go to <http://www.fs.fed.us/business/incident/pilotvendorapp.php>

You will find:

- A link to log into the VIPR Vendor Application pilot
- Information and instructions specific to the pilot, including how to submit your E00 Representations and Certifications FAR 52.212-3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO. Amendment 1	3. EFFECTIVE DATE 03/07/2011 15:06 PST	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USDA Forest Service Pacific Northwest Region (R-6) Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	CODE	7. ADMINISTERED BY (If other than Item 6) USDA Forest Service Pacific Northwest Region (R-6) Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. AG-04H1-S-11-7005
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 02/10/2011 15:32 PST
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THAT CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

<See Attachment on the next page.>

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kermadine Barton, Contract Specialist	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ Kermadine Barton (Signature of Contracting Officer)	16C. DATE SIGNED 03/07/2011 15:06 PST

Attachment AmendmentDescription.txt. (Overflow from Box-14 from SF-30)

Trailer Helicopter Operations Support for Region 6

Due date for quotes has been extended to April 27, 2011.

This is also an advance notice of an amendment that will be issued on or about April 15, 2011, which will include changes to the following clauses:

- Update B.1 - change wording from "...all-risk.." to "...all hazard..." in opening paragraph.
- Update C.1 - due to change in Federal Acquisition Circular 2005-47
- Update D.2 - units offered under this solicitation can be either a self-propelled unit or a unit hauled by a transport vehicle
- Update D.2 - D.2.1.3,#8 - the requirements for the generator will be 10,000 watts (10kw)
- Update D.2 - D.2.1.4,#8 - the AM and FM radios are required to have the same frequency ranges as stated at D.2.1.4 #2 and #3
- Update E.3 - due to change in Federal Acquisition Circular 2005-48
- Update Exhibit D - Wage Determination No. 1995-0221, to Revision No. 26, dated 11/18/2010

NOTE: At this time, based on the tentative issue date for the national amendment, I do not plan to extend the due date for quotes beyond April 27, 2011.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO. Amendment 2	3. EFFECTIVE DATE 04/14/2011 14:13 PDT	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USDA Forest Service Pacific Northwest Region (R-6) Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	CODE	7. ADMINISTERED BY (If other than Item 6) USDA Forest Service Pacific Northwest Region (R-6) Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		<input type="checkbox"/> (X)	9A. AMENDMENT OF SOLICITATION NO. AG-04H1-S-11-7005
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 02/10/2011 15:32 PST
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

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or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THAT CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/> (X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

<See Attachment on the next page.>

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15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ Kermadine Barton (Signature of Contracting Officer)	16C. DATE SIGNED 04/14/2011 14:13 PDT

Attachment AmendmentDescription.txt. (Overflow from Box-14 from SF-30)

For the maintenance cycle, the following changes will be applied. These changes will result in an amendment against the solicitations as shown. These changes will be pending for all awarded agreements, and will be incorporated into the next modification issued by the Contracting Officer.

All solicitations:

- o B01 - Intro - "all risk" changed to "all hazard"
- o C01 - Terms & conditions thru FAC 2005-48
- o D20 - Performance evaluation language revised to make it generic
- o E00 - Reps & certs thru FAC 2005-48
- o E05 - Exhibit D - Adds new wage determination effective 11/18/2010
- o E06 - Exhibit E - Removes language specific to CPARS on the evaluation form

Communications trailer:

- o D02 - Deletes satellite phone
- o D02 - Revise radio spec per FAM
- o D06 - Adds language for attribute not given points (internet)

Helicopter Operations Support trailer:

- o D02 - Changed generator watts
- o D02 - Revise radio spec per FAM
- o D02 - Added internet optional
- o D06 - Added language for attribute not given points (internet)

Clerical support units and GIS units:

- o D06 - Add language for attribute not given points (internet)

Tents:

- o D06 - Language at D.6.3.2 needs to say the same as the 2008 solicitation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO. Amendment 3	3. EFFECTIVE DATE 04/26/2011 12:08 PDT	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USDA Forest Service Pacific Northwest Region (R-6) Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	CODE	7. ADMINISTERED BY (If other than Item 6) USDA Forest Service Pacific Northwest Region (R-6) Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	CODE
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		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 02/10/2011 15:32 PST
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CODE	FACILITY CODE		

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Pending issuance of a National Amendment on or about 4/28/2011, the solicitation closing date has been extended to May 9th, 2011 at 1600 Pacific Time.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO. Amendment 4	3. EFFECTIVE DATE 04/28/2011 08:21 PDT	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USDA Forest Service Pacific Northwest Region (R-6) Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	CODE	7. ADMINISTERED BY (If other than Item 6) USDA Forest Service Pacific Northwest Region (R-6) Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	CODE
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		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 02/10/2011 15:32 PST
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15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ Kermadine Barton (Signature of Contracting Officer)	16C. DATE SIGNED 04/28/2011 08:21 PDT

Attachment AmendmentDescription.txt. (Overflow from Box-14 from SF-30)

Helicopter Operations Support Trailer

- D.2.1.4, 1. b - a reference to the transceiver being set in the analog narrowband mode was added, consistent with transceiver language at D.2.1.4, 4. b.

- D.2.1.5, #5 - the following changes were made (no changes to c. through f.):

- a. Minimum bandwidth: 1Meg/s Download speed, 200kbps Upload speed

- b. Dynamic IP addressing with port address translating or static ip addressing must allow at least four (4) internal concurrent host accesses.

- c. The ability to support for 3DES IPSec tunneling is required to support end to end solutions where remote access is needed.

- d. Minimum Hardware: WI-FI Access Points: 802.11 A/B/G compatible with WEP key encryption options.

- e. Browser administrated.

- f. Power over Ethernet capable.

- g. POE 4 port data switch.

- D.2.1.5, #7 - The satellite phone requirement has been deleted.

- D.3.1 - this is now "Not applicable"

NOTE: Fire and Aviation Management did not want this as it was not consistent with the Method of Hire chart or the technician stated at D.2.1.1, #2.

- D.21.8.1 - d. is hereby deleted (previously referenced the payment of minutes for the satellite phone).

SECTION B

The intent of this solicitation is to obtain the services described in D.1 Scope of Agreement for Local, Regional, and Nationwide fire suppression and all-hazard incidents.

The Blanket Purchase Agreements resulting from this Request for Quote (RFQ) may be used by multiple State and Federal agencies.

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

PRICING AND ESTIMATED QUANTITY

This solicitation will result in multiple agreements. The dollar limitation for any individual order is \$150,000.00. Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

Proposed rates shall include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers' compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractor's representative attendance at the operational period briefings should also be included. If the resources are provided fully-operated, Contractors shall be prepared to operate up to 16 hours per day (or as otherwise specified). The Finance Unit will work in tandem with Fire Operations to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

BASIS OF AWARD

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

Method of Award - Cascading Set-Aside Procedure: See Block 10 of the SF-1449 for solicitation set aside action.

1. Multiple awards of Blanket Purchase Agreements (BPA) resulting from this solicitation will be made using the following cascading set-aside order of preference:

a. In accordance with FAR Subpart 19.13, awards will be made on a competitive basis first to responsible, eligible HUBZone small business concerns and/or Service Disabled Veteran Owned Small Business (SDVOSB) concerns. (Refer to Section C, Clause C.1, 52.219-3, Notice of Total HUBZone Set-Aside and 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside . These clauses are applicable only to this tier of the solicitation, not the solicitation in its entirety.)

b. If there are insufficient HUBZone and SDVOSB concerns to meet the anticipated need, additional awards will be made in accordance with FAR Subpart 19.5, to responsible small business concerns.

2. Orders issued against awarded BPAs will be made using the following order of preference:

a. Any order issued under the awarded BPAs will be made first to a HUBZone small business concern and/or SDVOSB concern. Priority ranking for dispatch among HUBZone concerns and/or SDVOSB concerns will be determined using the method described in D.6.2.

b. If there are no HUBZone or SDVOSB concerns available, orders will be issued to small business concerns. Priority ranking for dispatch among small business concerns will be determined using the method described in D.6.2.

A single resource may be awarded under multiple resource categories and/or typing. However, nationally only one award will be made for a resource within each category and/or type. The Contractor may choose to respond to solicitations from multiple geographic areas; but upon acceptance of an offer of award, all other offers for that resource category and/or type will be considered withdrawn. Prospective offerors are cautioned to carefully consider the solicitations to which they respond.

SUMMARY

THE CONTRACTOR SHALL:

1. Submit a quote in the Virtual Incident Procurement (VIPR) System (see E.1 52.212-1 Instructions to Offeror in Section E). A user guide is available at <http://www.fs.fed.us/business/incident/vipr.php>.
2. If the Contractor chooses not to complete "FAR 52.212-3, Offeror Representations and Certifications - Commercial Items" (see E.3) on-line, then a completed copy of this clause shall be submitted with the quote.
3. Register in or update information in CCR.

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

NOTE: The Virtual Incident Procurement (VIPR) System will be used by the Forest Service for all pre-season incident procurements. In order to respond to solicitations issued through VIPR, Vendors must obtain Level 2 eAuthentication, which provides the ability to conduct official electronic business transactions via the internet. Additional information regarding eAuthentication can be obtained at:

<http://www.fs.fed.us/business/incident/eauth.php>

OR by contacting your local acquisition office: <http://www.fs.fed.us/business/incident/contacts.php#field>

CONTRACT CLAUSES

C.1 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2011)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5)(Applies to contracts funded by the American Recovery and Reinvestment

Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)(Pub. L. 109-282)(31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010)(Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

X (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a). (NOTE: This clause is applicable if the solicitation is set aside for HUBZone Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (9) [Reserved]

X (10)(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.

___ (11)(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 (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

X (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

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

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

___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f). (NOTE: This clause is applicable if the solicitation is set aside for Service-Disabled Veteran-Owned Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)

X (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

X (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (22) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

X (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (24) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (25) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212).

X (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

X (27) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212).

X (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (30)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

X (33) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEPT 2010) (E.O. 13513).

___ (34) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

___ (35)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (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.

- ___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_ (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (40) 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)).
- ___ (41) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (42) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (43) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ___ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.

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

- _X_ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- _X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (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 (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination 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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 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).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 ___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
 Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).

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

- 52.212-4 Contract Terms and Conditions - Commercial Items (JUN 2010)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.245-1 Government Property (JUN 2007)
- 52.223-1 Biobased Product Certification (DEC 2007)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)

C.3 AGREEMENT AND PERFORMANCE PERIODS

C.3.1 AGREEMENT PERIOD

Estimated date of award is

May, 2011. The Agreement period is for three years from the date of award. An annual review will be conducted and at that time, Contractors will be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect. In addition, a Contracting Officer may allow the Contractor to change their Host Dispatch Center and/or Equipment Attributes.

Note: allowable equipment changes will not include the addition of new resources and will not result in a change in equipment typing.

It is estimated that the anticipated use period for resources within the

Pacific Northwest Geographic area may fall between

June and October of each year. Potential use outside this area or anticipated use period could occur at any time. Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the

time of order.

C.3.2 START WORK

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

C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS

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

C.5 CLAIM SETTLEMENT AUTHORITY

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

C.6 CHANGES TO AGREEMENTS

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

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

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

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

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

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

C.8 LOSS, DAMAGE, OR DESTRUCTION

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

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

safety of the equipment.

C.9 FIREARM - WEAPON PROHIBITION

The possession of firearms or other dangerous weapons (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knife with a blade less than 2 1/2 inches in length or a multi purpose tool such as a Leatherman.

C.10 HARRASSMENT FREE WORKPLACE

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

C.11 PRE-QUOTE MEETING (Optional)

- (a) The Government is planning pre-quote meeting(s), during which potential quoters may obtain a better understanding of the work required.
- (b) Quoters are encouraged to submit all questions in writing at least five (5) days prior to the conference.
- (c) Quoters are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the quoter to seek clarification prior to submitting a quote.
- (d) The conference(s) will be held:

N/A

D.1 SCOPE OF AGREEMENT

The intent of this Agreement is to obtain Helicopter Operations Support Trailers for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel trained and/or certified to set up and/or demonstrate operation and/or repair the equipment, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used in fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

D.2 EQUIPMENT REQUIREMENTS

Equipment shall be maintained in good repair by the Contractor.

D.2.1 Contractor Provided Equipment

D.2.1.1 Helicopter Operations Support Trailer Specifications

1. Trailer: Minimum 26' length X 8' wide (maximum width of 8' 6"), excluding tongue. Two rooms with forced air to each room, separated by a door. Radio room with 180 degree windows (minimum) for visibility. The minimum length (26') of the trailer is intended to include all of that space as usable space by the Government. Any private room(s) that may be used by the contractor as personal or storage space shall not to be included in the 26' length of the trailer. Pull down shades, no reflective tinted shades or window film to reduce sun glare. An undamaged screen will completely surround the window area for windows that can open.
2. Contractor to provide a technician capable of setting up and providing maintenance on the helicopter operations support trailer and qualified to maintain and program provided equipment (i.e., radios, computers, etc.).
3. Air Conditioning Unit(s): Self contained, climate controlled unit with air conditioning (air conditioned to maintain 70 to 75 F degree temperature in trailer).
4. Heating System: Commensurate with the internal dimensions, installed electric base board heaters or propane gas equivalent; no free standing heaters.

5. All necessary fuel and power (The Contractor is authorized to purchase fuel from the fuel vendor if provided at the incident, fuel vendors will be required to accept credit cards. In the event the unit comes unoperated, fuel will be supplied by the government but the cost for that fuel will be deducted from the vendor's use invoice. Fuel supplied by the Government will be documented on the OF-304, Fuel and Oil Issue and copies of those fuel issues will be in the vendor's use envelope).
6. Trailer stabilizer.
7. Tool kit: Hand tool kit, for general use.
8. White boards: Three (3) each, 36" L X 24" H. one (1) installed in radio room and two (2) installed on each wall of the general work area room.
9. One (1) fax, copier, scanner, with two (2) reams of paper appropriate for the machine, for initial start up. One (1) high capacity printer (minimum 28 pages per minute).
10. Cork boards: Three (3) each: 36" L X 24" H; one (1) installed in radio room and two (2) installed on each wall of the general work area room.
11. Internal Lighting: Sufficient to provide adequate light for night time operations, refer to work station minimum requirements.
12. Exterior Lighting: Sufficient to provide adequate lighting for night time operations around the trailer and briefing area.
13. Steps: No steep steps, access shall allow safe entry/exit from the trailer.
14. Minimum of one (1), 30-mph wind sock. Wind sock must be able to rotate without touching any obstacles.
15. One (1) 10 BC and one (1) 20 BC Fire Extinguisher.

D.2.1.2 Work Space:

1. Work Stations: Three (3) each desktop/countertop work stations in radio room, and 4 more in work area large (can be continuous counter tops), seven (7) rolling chairs shall be provided.
 2. The minimum individual desk top work space provided shall be minimum 18" deep by 36" long, per each work station, rolling chairs for each work station.
 3. A minimum of one (1) each AC lighting fixture over each work area (florescent lighting is acceptable).
- *NOTE: IF a trailer is longer, then the work space provided should be commensurate with these minimum requirements for work space.

D.2.1.3 Electrical Power Requirements:

1. Minimum 120 Volt, 50 Amp AC service entrance with disconnect switch to master breaker.
 2. AC receptacles at all work stations/areas.
 3. One (1) each - 20 foot, 50 Amp, AC service extension cable.
 4. AC - 3 pin Twist-Lock to standard 3 pin adapters (minimum 20 amp service).
 5. Battery Backup: DC (battery) backup with a minimum of 100 AH capacity for initial start-up and power outages. Battery shall have capacity to power all radio equipment for at least one operational period (one shift).
 - a. Battery shall have a master disconnect or breaker switch.
 - b. Battery shall be physically isolated from work area for personnel safety.
 - c. Battery shall be a sealed, non-ventilating type, such as gel-cell.
 6. Charging System: DC charging system to maintain battery backup.
- *NOTE: A second smaller generator may be substituted for battery back-up that will support all radio equipment.
7. Auxiliary Connection: Two (2) each Auxiliary 12 volt connection power points near radio equipment.
 8. External Generator: One (1) each AC generator kit to include one (1) Whisper Quiet style generator with a minimum output capacity of 10,000 watts (10 kw), Capable of running for one operational period without refilling for fuel. Generator shall be positioned away from the trailer and have sound dampening material around it.

D.2.1.4 Radio and Electronic Equipment: All of the below equipment shall be in the radio room. All VHF-FM radios must be P25 digital compliant. See the following for a list of approved VHF-FM radios
<http://www.nifc.gov/NIICD/documents.html>

1. VHF-FM P25 Digital Base Station consisting of a minimum of three (3) VHF-FM mobile radios. Each radio will have a desk mic or handheld mic with a speaker providing sufficient adjustable volume to be heard in a noisy working environment. Programming instructions for user and computer programming will be available. Each radio will conform to the following requirements:
 - a. A P25 Digital VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent). The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz), channel spacing on each channel operating from 148 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone

encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.

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

c. All P25 digital radios will operate with current software as shown on www.fs.fed.us/fire/niicd/Hotsheet/Hotsheet.html. Software versions identified on this website by October 1st will be acceptable for the following year. The only exception is more up-to-date software versions as released by the manufacturer. P25 digital radios without a software version listing will be upgraded to the current version within six months of release by the manufacturer. As an example, Relm/BK Radio releases a new software version for their DMH radio on August 1st. The above website lists this new software version on September 15th. Therefore, all DMH radios used for aviation must operate with this new software by January 1st. However, if the website did not list this new software until October 10th, the software would not be required until end of the following year.

2. UHF-Base Station: A minimum of two (2) UHF-FM mobile radios. The radio will operate from 406 to 420 MHz (minimum), have the capability for 10 (minimum) preset channels, provide a nominal power output of 30 watts minimum, and be user programmable without the need of a computer (although computer programming capability is also a requirement). Each radio will have a desk mic or handheld mic with a speaker providing sufficient adjustable volume to be heard in a noisy working environment. Programming instructions for user and computer programming will be available.

3. VHF-AM Base Station: A minimum of two (2) VHF-AM fixed radio(s) (mobile or base). The radio will operate from 118 to 137 MHz (minimum), provide a nominal power output of no more than 10 watts, and be user programmable without the need of a computer. Each radio will have a desk mic or handheld mic with a speaker providing sufficient adjustable volume to be heard in a noisy working environment. User programming instructions will be available.

4. All radio equipment shall be ready for immediate use upon arrival at the helibase, pending frequency programming.

5. The vendor shall provide: All radio frequency programming software and any necessary programming hardware.

6. Interface devices or personal computers required by the specific manufacturer make and model of radio equipment provided within the trailer unit.

7. Two (2) VHF-AM handheld radios. AM handheld radios must operate over the 118 to 137 MHz frequency band and be field programmable (without the aid of a computer). Each radio will have two fully charged battery packs (AA battery clamshells are recommended) at the beginning of each shift.

8. Two (2) P25 digital VHF-FM handheld radios.

a. A P25 Digital VHF-FM two-way portable radio operating from 148 MHz to 174 MHz. The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 1 watt nominal output power but no more than 10 watts nominal output power. Modified or Family Service Radios (FSR) are not acceptable.

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

c. Each radio will have two fully charged battery packs (AA battery clamshells are recommended) at the beginning of each shift.

d. All P25 digital radios will operate with current software as shown on www.fs.fed.us/fire/niicd/Hotsheet/Hotsheet.html. Software versions identified on this website by October 1st will be acceptable for the following year. The only exception is more up-to-date software versions as released by the manufacturer. P25 digital radios without a software version listing will be upgraded to the current version within six months of release by the manufacturer. As an example, Motorola releases a new software version for their XTS2500 radio on August 1st. The above website lists this new software version on September 15th. Therefore, all XTS2500 radios used for aviation must operate with this new software by January 1st. However, if the website did not list this new software until October 10th, the software would not be required until end of the following year.

9. Base Station Antennas:

a. VHF-AM - Broadband covering the entire 118 to 137 MHz spectrum (i.e. RAMI AV-1 or equivalent)

b. VHF-FM - Broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent). Note: Antennas supplied with new radios do not meet these requirements.

c. UHF - Broadband antenna tuned to the proper frequency band for each required base station radio.

d. At least two (2) magnetic mounted antennas with an 8 foot (minimum) RF cable for both the VHF-FM and UHF-FM frequency bands are required.

e. Antennas may be mounted on masts or mounted directly to the trailer. Antennas will be placed as far apart from each other as possible for frequency separation. Antennas may be detached from the trailer for

transport.

Note: A standard Type 1 helibase would have 4-5 VHF FM frequencies and 1-3 VHF AM frequencies with the primary rotor AM transmitting back to the Helibase on a UHF frequency.

10. RF CABLES: RF cable terminations will be accessible from both inside and outside the trailer. VHF cables shall be terminated with 'UHF' connectors. UHF cables shall be terminated with 'N' connectors. A selection of interseries adapters will be provided. All cables will be permanently labeled. In addition to the base station RF cables, there shall be an additional VHF cable from each work position to an outside jack box. All cables shall be RG-213, RG-8, or better cable.

11. Public Address System. A 30 watt (minimum) external; public address system, operated from the dispatch area, providing audio 360 degrees around the trailer.

12. Timer or other time tracking device (10 ea).

13. Digital weather station. A digital weather station shall be able to measure wind speed, wind direction, and temperature, at a minimum.

D.2.1.5 Telephone/Internet Services/Access

1. One (1) each telephone service/customer entrance panel to accommodate a minimum of three (3) telephone lines within the trailer.

2. Four (4) pre-wired RJ-11 with RJ-66 blocks phone jacks.

3. Four (4) pre-wired RJ-45 wall jacks.

4. Three (3) each telephone handsets. One near each work station or work area.

5. Satellite Internet or High Speed; including Service Provider - OPTIONAL ITEM

a. Minimum bandwidth: 1Meg/s Download speed, 200kbps Upload speed

b. Dynamic IP addressing with port address translating or static ip addressing must allow at least four (4) internal concurrent host accesses.

c. The ability to support for 3DES IPSec tunneling is required to support end to end solutions where remote access is needed.

d. Minimum Hardware: WI-FI Access Points: 802.11 A/B/G compatible with WEP key encryption options.

e. Browser administrated.

f. Power over Ethernet capable.

g. POE 4 port data switch.

6. Wireless LAN (recommended ports - 3).

D.2.1.6 All transportation 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 these specifications. All vehicles 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.2.1.7 Biobased Products

This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at: <http://www.biopreferred.gov/>

D.2.2 VEHICLE LICENSING REQUIREMENTS:

D.2.2.1 All Units offered and used under this Agreement shall be licensed and legally operable on all roads. All Units with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)

D.2.2.2 Prohibited Marking

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

D.3 PERSONNEL REQUIREMENTS

All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

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 Not applicable

D.3.2 ENGLISH SPEAKING REQUIREMENT

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

D.4 EQUIPMENT RELIABILITY

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

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

D.5 AVAILABILITY

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

D.6 ORDERING PROTOCOL FOR RESOURCES

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

The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors."

D.6.1 DISPATCH PRIORITY

Each host dispatch center will give dispatch priority to the resource offering the greatest advantage (See D.6.2) before all other private resources not under Agreement with the following exceptions:

- a. For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.
- b. Tribal preference policy established within reservation jurisdiction.
- c. Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement. Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non pay status when that resource is available.

D.6.2 RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY

All resources on an awarded Agreement will be ranked on a dispatch priority list by Host Dispatch Zone. Priority will be given to those small business concerns identified in Section B, Method of Award - Cascading Set-Aside Procedure. Within each small business program category, priority will be given according to the price offered for the type of resource. The price will be based on the daily rate offered, with the lowest price being ranked highest on the dispatch list.

Attribute, not given points

a. Internet Capability

NOTE: The attribute above will be listed on the dispatch priority list and if the incident specifically orders the equipment with this attribute, vendors offering that attribute will be given preference as they appear on the priority dispatch list.

D.6.2.1 Tied Prices/CBA Scores

The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

D.6.3 ORDERING PROCEDURES FOR RESOURCES

D.6.3.1 Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within the dispatch center identified in D.6.2. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

D.6.3.2 If all contractor resources on the dispatch priority list are depleted within the dispatch center identified in D.6.2, orders will be placed utilizing established dispatch procedures.

D.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS.

D.6.4.1 At the time of acceptance of the assignment, the following information will be given to the Contractor:

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

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

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

D.6.5 DISPATCHING PROCEDURES

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

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

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

D.6.6 EMERGENCY INCIDENT DRIVING

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

D.6.7 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT

Work/rest guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest)).

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

- a. Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel.
- b. Release resources after a 14-day assignment.
- c. With the Government's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

D.6.8 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

D.6.9 RELEASE

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

D.7 PROPERTY

D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

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

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

Added for Water Handling and Heavy Equipment with Water solicitations:

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 M. 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 resource 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

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

D.9 LAUNDRY SERVICE

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

D.10 CAMPSITE

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

D.11 COMMISSARY

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

D.12 TIMEKEEPING

Refer to D.21.9.2

D.13 CONTRACTOR'S REPRESENTATIVE

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

D.14 FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. 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-SEASON INSPECTIONS

Pre-Season Inspections will not be done.

D.17 INCIDENT PRE-USE INSPECTION

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections utilizing form OF-296 "Vehicle/Heavy Equipment Safety Inspection Checklist" to insure compliance with the Agreement requirements. The Contractor shall provide proof of insurance (cab card) and a current vehicle registration.

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the priority dispatch list until such time that the resource is brought into compliance and re-inspected at the government's convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

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

- a. The original shall remain with the fire documents on Host Unit.
- b. A duplicate copy given to the Contractor.
- c. A duplicate copy shall be forwarded to the CO for all non-compliant resources.

D.18 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the government's convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

Added for Engines under the Water Handling Solicitation

D.18.1 UNDERSTRENGTH ENGINE CREWS

After acceptance at the incident, the Government may elect to keep a resource (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 contractor equipment is noncompliant. If the Contractor agrees to add additional crew members to bring the contractor equipment 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 retain the resource at a reduced rate, notwithstanding the fact that it is under strength as long as the NWCG minimum standards are met. (See D.21.8 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

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the only performance evaluation that will be accepted by the Contracting Officer. The evaluator's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident Finance Section (for distribution to the Contracting Office and the Host unit incident file).

D.21 PAYMENTS

Payments will be made in accordance with D.21.8.

D.21.1 NOT APPLICABLE

D.21.2 WITHDRAWAL OF RESOURCE(S)

Refer to D.21.8.3(b).

D.21.3 REPAIRS

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$75 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

D.21.5 REMAIN OVERNIGHT ALLOWANCE (RON)

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

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

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

D.21.6 FOOD & DRINK

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

After that time, when Government subsistence at incident camps are available, meals for Contractor's

operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

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

D.21.7 ORDER CANCELLATION

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

D.21.8 PAYMENTS

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

The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

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

- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. Daily Rate - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.
- c. PAYMENT WILL BE MADE AT THE RATE (DAILY, WEEKLY, MONTHLY) THAT IS MOST ADVANTAGEOUS TO THE GOVERNMENT. FOR PAYMENT PURPOSES, THE PAYMENT COMPUTATION WILL START OVER AFTER EACH 7 DAY PERIOD AND AFTER THE 30TH DAY FOR ANY PERIOD OF TIME UNDER HIRE.

D.21.8.2 Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

D.21.8.3 Exceptions:

- a. No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
- b. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- c. After inspection and acceptance for use, resources that cannot be replaced or be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above, except that the Government will bear all costs of returning resources and/or operator(s) to the point of hire as promptly as emergency conditions will allow.
- d. No payment will accrue when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Assignment" provisions. Refer to D.6.7.
- e. Deductions - Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

D.21.9 INVOICING PROCESS

D.21.9.1 The resource shall have two copies of the Agreement with the resource order information for the assigned incident.

D.21.9.2 After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operator's name shall be listed on the shift ticket.

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

D.21.9.4 When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

D.22 REPLACEMENT OF RESOURCES

Resources may be replaced with equal or better equipment at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, as required by the solicitation, and approved in advance of use by the CO. Replacement shall be permanent; intermittent replacement is not allowed and additional resources may not be added to the agreement.

D.23 LIST OF EXHIBITS

Provided as a separate attachment

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

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

TITLE
Exhibit A – Definitions & Abbreviations
Exhibit B – Payment Office Information
Exhibit C - Harassment-Free Workplace Policy
Exhibit D - DOL Wage Determination
Exhibit E – Standard Contractor Performance Report
Exhibit F – Safety Standards
Exhibit G – Emergency Equipment Shift Ticket OF-297
Exhibit H – Geographic Area Terms & Conditions
Exhibit I – Contractor Associations and Public Education Providers
Exhibit J – Not Applicable
Exhibit K – Not Applicable
Exhibit L – Geographic Area Map
Exhibit M – Not Applicable
Exhibit N – Not Applicable
Exhibit O – Not Applicable

EXHIBIT A – DEFINITIONS AND ABBREVIATIONS

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein; the definitions provided in this exhibit are included in every solicitation (i.e., boilerplate), therefore some of the definitions may not be applicable to the solicitation you are responding to:

AGENCY – See “Government”

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

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

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

CCR – Contractor Central Registration

CJRL – Cotton Jacket Rubber Lined

CMVSA – Commercial Motor Vehicle Safety Alliance

CO – Contracting Officer

COR – Contracting Officer’s Representative – GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the Contracting Officer (CO).

CREW PERSON – Basic wildland firefighter used to control and extinguish wildland fires and works as a member of an engine crew under the supervision of a higher qualified individual.

DESIGNATED DISPATCH POINT (DDP) – Physical address where the resource is located as identified in VIPR.

DOZER BLADE CONFIGURATIONS:

- ANGLE BLADE – A hydraulic-operated blade, adjustable in height and angle, for pushing, sidecasting, and spreading loose material. Also known as angling dozer.
 - The 4 way blade will raise the blade up and down and angle the blade to the left or to the right.
 - The 6 way blade or PAT (Power-Angle-Tilt) will raise blade up or down, Angle the blade to the right or left and also raise or lower the outside corners of the blade.

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

EXCAVATOR ATTRIBUTES:

- EXCAVATOR CLAMSHELL BUCKET – A two-sided bucket used on an excavator to dig in a vertical direction; the bucket is dropped while its jaw-like halves are open and digs as they close. Also known as a clamshell grab.
- EXCAVATOR UP DOWN BLADE or DOZER BLADE – A blade mounted on the mainframe of the excavator raised and lowered with hydraulic cylinders. This blade will allow the machine to push material in a grading manner and stabilize the machine while it is working on surfaces that are not level.

EXCAVATOR, STEEP GROUND (STEEP GROUND EXCAVATOR in Section B) – Purpose built or modified construction excavator that is capable of working on slopes greater than 45 percent. These excavators may be Feller Buncher carriages with a bucket and hydraulic thumb or clamshell bucket replacing the saw, or tracked carriages that have had modifications to allow the machine to work on steep grades. Operators are highly experienced in steep ground soil work and have knowledge, skills and abilities to construct firelines or rehabilitate firelines to near natural conditions.

ENGB – Single Resource Engine Boss

FS – Forest Service

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

FMCSA – Federal Motor Carrier Safety Administration

FOAM APPLICATION SYSTEM

- Manually Regulated Proportioning System – A proportioning system that requires manual adjustment to maintain the proportioning ratio when there is a change of flow or pressure through the foam proportioner. Typical manually regulated foam systems include: Suction side proportioner, in-line eductor, around-the-pump proportioner and direct injection manually regulated proportioners. Examples of manually regulated foam systems include but are not limited to:
 1. Blizzard Wizard
 2. Scotty foam inductor
 3. Foam Flo
- Automatic Regulating Proportioning System – A proportioning system that automatically adjusts the flow of foam concentrate into the water stream to maintain the desired proportioning ratio. These automatic adjustments are made based on changes in water

flow or conductivity. Typical automatic regulating proportioning systems include: Balanced pressure venturi proportioning systems, water motor meter proportioner systems, direct injection automatic regulating proportioners. Examples of automatic regulating proportioning systems include but are not limited to:

1. Foam Pro-1601/2001
2. Robwen 500
3. Darley Fast-foam system
4. Aquis 1.5/2.5 foam system

GACC – Geographic Area Coordination Center

GAWR – Gross Axle Weight Rating

GOVERNMENT – United States Department of Agriculture – Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS), Federal Emergency Management Agency (FEMA), and the following Cooperators:

- Northern Rockies Coordination Center / Northern Region (R1): Montana Department of Natural Resources and Conservation (MT DNRC), Idaho Department of Lands (IDL), North Dakota Forest Service (ND FS), and Montana Disaster & Emergency Services (DES)
- Rocky Mountain Area Coordination Center / Rocky Mountain Region (R2): States of Colorado, Kansas, Nebraska, South Dakota, and Wyoming
- Southwest Coordination Center / Southwest Region (R3): States of Arizona and New Mexico and West Texas
- Eastern Great Basin Coordination Center / Western Great Basin Coordination Center / Intermountain Region (R4): States of Idaho, Nevada, Utah, and Wyoming
- Northern California Geographic Area Coordination Center / Southern California Geographic Area Coordination Center / Pacific Southwest Region (R5): State of California and Pacific Islands
- Northwest Coordination Center / Pacific Northwest Region (R6): Oregon Department of Forestry (ODF) and Washington Department of Natural Resources (WDNR)
- Southern Area Coordination Center / Southern Region (R8): States of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, and Virginia
- Eastern Area Coordination Center / Eastern Region (R9): States of Connecticut, Delaware, Illinois, Indiana, Iowa, Massachusetts, Maryland, Maine, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Wisconsin, and West Virginia
- Alaska Interagency Coordination Center / Alaska Region (R10): State of Alaska

GOVERNMENT REPRESENTATIVE – Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position.

GVAW – Gross Vehicle Axle Weight

GVWR – Gross Vehicle Weight Rating

HOST DISPATCH CENTER – Interagency dispatch center responsible for dispatching resources under this agreement.

HOST DISPATCH ZONE – Geographic area defined by the Host Dispatch Center’s area of authority.

ICS – Incident Command System

IIBMH – Interagency Incident Business Management Handbook

IPT – Iron Pipe Thread

INCIDENT – An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INITIAL ATTACK – A planned response to a wildfire given the wildfire’s potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety.

LOW GROUND PRESSURE EQUIPMENT– Equipment with wide pads, designed by the manufacturer to operate in wet, soft or sandy terrain.

NH – National Hose Thread

NPSH – National Pipe Standard Hose

ON SHIFT – Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

OPERATIONAL PERIOD – The period of time scheduled for execution of a given set of tactical actions, which may be specified in the Incident Action Plan. An operational period is equal to one shift and can be of various lengths.

ORDINARY WEAR AND TEAR – Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

POINT OF HIRE – The Contractor’s place of business or where resource is located at the time of dispatch.

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

PROPERTY –

- Accountable Property. Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number.
- Durable Property. Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show “US GOVT”, or an agency specific marking.
- Consumable Goods. Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked.

RON – Remain Over Night

ROSS – Resource Ordering and Status System

SEVERITY –The class of assignments that are related to pre-suppression activities. Examples of appropriate severity activities may include but not limited to standby at the host unit, limited patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10 minute mobilization response time. Increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

SJRL – Synthetic Jacket Rubber Lined Hose

SOFTTRACK – A machine constructed to carry water, mounted on a carrier, equipped with a track that is able to conform to varying ground conditions by torsion bar mounted road wheels. These road wheels allow the track to travel up and down to keep the track surface in constant contact with the ground over rough surfaces. These machines can travel at a speed of over 12 miles per hour on flat surfaces.

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

SUSPENSION –

- Air Bag – A suspension designed with two (2) air bags per wheel or four (4) air bags per axle. Air bag suspensions were developed for over the road conditions. While this suspension is acceptable, the process where the air bags inflate and deflate to try and maintain an even ride is not as desirable due to the non-static load associated with a tank of water.

- Vocational Duty – All other axle configurations including the walking beam, spring, and trailing arm with two (2) air bags per axle shall be identified as vocational style suspension.
- 2-axle trucks must have a locking (e.g., e-locker/interlock) rear end to get points; no points are allowed for non-locking differentials.

UNDER HIRE – Refer to D.21.8

WHEEL CHOCKS –

- Type 5 and 6 Engines shall be equipped with a wheel chock constructed with a height of 8” or more and a width of 6” or more.
- Type 3 and 4 Engines and ALL Tenders shall be equipped with a wheel chock constructed with a height of 8” or more and width of 7” or more.
- Wheel chock must have a solid bottom or ribbing on the bottom to prevent from sinking in soft soil.
- Wheel chock must have the face beveled at a 30-50 degree angle.
- Wheel chock base must be 1.4 times the height or greater.
- Or the manufacturer specifies the chocks meet SAE J-348, NFPA 1901, or NFPA 1906 for the size of the vehicle.

WORK/REST – Refer to D.6.7

EXHIBIT B – PAYMENT OFFICE INFORMATION

FOREST SERVICE

Albuquerque Service Center – B&F
Incident Finance
101 B Sun Avenue NE
Albuquerque, NM 87109

1-877-372-7248

BUREAU OF LAND MANAGEMENT

National Business Center
PO Box 25047, Bldg 50
Denver Federal Center
Denver, CO 80225-0047
Mail Stop BC-620

303-236-7117

NATIONAL PARK SERVICE

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

703-487-9310

EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY

POLICY: The National policy states: The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The Forest Service strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

ACTION REQUIRED: Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

LOCATIONS COVERED: The contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

WHAT HARASSMENT IS: Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.

Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

- Tell the harasser to stop the offensive conduct; and/or
- Tell a manager or supervisor about the conduct; and/or
- Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from the Human Resource Specialist on the incident.

EXHIBIT D – DOL WAGE DETERMINATION

WD 95-0221 (Rev.-26) was first posted on www.wdol.gov on 11/23/2010
 Emergency Incident/Fire Safety Services

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON, D.C. 20210
Shirley F. Ebbesen	Division of Wage	Wage Determination No: 1995-0221
Director	Determinations	Revision No: 26
		Date Of Revision: 11/18/2010

 NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska and American Samoa.

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

 Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		18.19
Continental U.S.		18.19
Hawaii and American Samoa		17.95
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		25.66
Hawaii and American Samoa		17.05
Midwestern Region		20.26
Northeast Region		19.02
Southern Region		17.72
Western Region		20.49
05220 - Motor Vehicle Mechanic Helper		
Alaska		18.56
Hawaii and American Samoa		13.13
Midwestern Region		13.14
Northeast Region		14.81

Southern Region	11.43
Western Region	13.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	15.42
Hawaii and American Samoa	15.40
Midwestern Region	12.92
Northeast Region	14.67
Southern Region	10.56
Western Region	16.10
07041 - Cook I	
Alaska	13.28
Hawaii and American Samoa	12.96
Midwestern Region	9.50
Northeast Region	11.86
Southern Region	9.05
Western Region	10.83
07042 - Cook II	
Alaska	15.31
Hawaii and American Samoa	14.47
Midwestern Region	10.70
Northeast Region	13.36
Southern Region	10.20
Western Region	12.20
07070 - Dishwasher	
Alaska	11.38
Hawaii and American Samoa	12.47
Midwestern Region	7.69
Northeast Region	8.24
Southern Region	7.99
Western Region	8.29
07130 - Food Service Worker	
Alaska	11.60
Hawaii and American Samoa	11.54
Midwestern Region	9.07
Northeast Region	10.88
Southern Region	8.58
Western Region	9.44
07210 - Meat Cutter	
Alaska	18.92
Hawaii and American Samoa	18.37
Midwestern Region	15.94
Northeast Region	18.56
Southern Region	13.30
Western Region	17.41
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	22.19
Continental U.S.	16.17
Hawaii and American Samoa	18.18
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	21.32
Hawaii and American Samoa	16.61

Midwestern Region	15.32
Northeast Region	14.97
Southern Region	12.67
Western Region	16.38
21150 - Stock Clerk	
Alaska	13.77
Hawaii and American Samoa	10.86
Midwestern Region	12.16
Northeast Region	12.01
Southern Region	11.65
Western Region	12.32
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	27.03
Continental U.S.	27.80
Hawaii and American Samoa	27.94
23040 - Aircraft Mechanic Helper	
Alaska	21.19
Continental U.S.	20.90
Hawaii and American Samoa	20.17
23060 - Aircraft Servicer	
Alaska	23.68
Continental U.S.	23.85
Hawaii and American Samoa	23.41
23160 - Electrician, Maintenance	
Alaska	30.51
Hawaii and American Samoa	26.29
Midwestern Region	22.91
Northeast Region	24.55
Southern Region	19.58
Western Region	23.39
23440 - Heavy Equipment Operator	
Alaska	24.96
Hawaii and American Samoa	17.76
Midwestern Region	20.26
Northeast Region	19.02
Southern Region	17.72
Western Region	20.49
23470 - Laborer	
Alaska	15.14
Hawaii and American Samoa	14.70
Midwestern Region	12.32
Northeast Region	12.43
Southern Region	10.03
Western Region	11.64
23530 - Machinery Maintenance Mechanic	
Alaska	28.47
Hawaii and American Samoa	28.09
Midwestern Region	17.56
Northeast Region	18.37
Southern Region	13.91
Western Region	17.42
23580 - Maintenance Trades Helper	
Alaska	20.82
Hawaii and American Samoa	16.06
Midwestern Region	16.53

Northeast Region	15.44
Southern Region	13.90
Western Region	14.34
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	11.53
Hawaii and American Samoa	9.40
Midwestern Region	7.51
Northeast Region	7.93
Southern Region	7.51
Western Region	7.93
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	22.32
Hawaii and American Samoa	21.23
Mid Western Region	19.84
Northeast Region	18.36
Southern Region	20.18
Western Region	18.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	20.94
Hawaii and American Samoa	13.60
Midwestern Region: 1 1/2 to 4 tons	17.26
Midwestern Region: over 4 tons	18.04
Midwestern Region: under 1 1/2 tons	12.91
Northeast Region: 1 1/2 to 4 tons	17.69
Northeast Region: over 4 tons	18.46
Northeast Region: under 1 1/2 tons	13.72
Southern Region: 1 1/2 to 4 tons	15.76
Southern Region: over 4 tons	16.34
Southern Region: under 1 1/2 tons	8.78
Western Region: 1 1/2 to 4 tons	16.25
Western Region: over 4 tons	16.71
Western Region: under 1 1/2 tons	10.23
31361 - Truckdriver, Light	
Alaska	19.60
Hawaii and American Samoa	10.72
Midwestern Region	12.91
Northeast Region	13.72
Southern Region	8.78
Western Region	10.23
31362 - Truckdriver, Medium	
Alaska	21.22
Hawaii and American Samoa	13.59
Midwestern Region	17.26
Northeast Region	17.69
Southern Region	15.71
Western Region	16.25
31363 - Truckdriver, Heavy	
Alaska	22.43
Hawaii and American Samoa	14.83
Midwestern Region	18.04
Northeast Region	18.46

Southern Region	16.34
Western Region	17.32
31364 - Truckdriver, Tractor-Trailer	
Alaska	23.62
Hawaii and American Samoa	15.02
Midwestern Region	21.46
Northeast Region	18.58
Southern Region	17.18
Western Region	17.67
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	15.25
Hawaii and American Samoa	14.47
Midwestern Region	10.70
Northeast Region	13.36
Southern Region	10.19
Western Region	12.20
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	18.95
Hawaii and American Samoa	19.47
Midwestern Region	17.06
Northeast Region	18.01
Southern Region	18.68
Western Region	17.19
(not set) - Quality Assurance Representative II	
Alaska	24.79
Hawaii and American Samoa	23.14
Midwestern Region	21.04
Northeast Region	22.36
Southern Region	19.76
Western Region	20.84
(not set) - Quality Assurance Representative III	
Alaska	26.37
Hawaii and American Samoa	25.18
Midwestern Region	24.77
Northeast Region	26.32
Southern Region	23.37
Western Region	24.99
(not set) - Chief Cook	
Alaska	20.26
Hawaii and American Samoa	24.28
Midwestern Region	17.86
Northeast Region	21.61
Southern Region	16.36
Western Region	19.89
(not set) - Environmental Protection Specialist	
Alaska	31.95
Hawaii and American Samoa	29.55
Midwestern Region	26.87
Northeast Region	32.23
Southern Region	27.36
Western Region	28.30
(not set) - Fire Safety Professional	
Alaska	31.93

Hawaii and American Samoa	29.55
Midwestern Region	26.87
Northeast Region	32.23
Southern Region	27.36
Western Region	28.30
(not set) - Aircraft Quality Control Inspector	
Alaska	28.27
Continental U.S.	29.07
Hawaii and American Samoa	29.22
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	11.19
Hawaii and American Samoa	10.34
Midwestern Region	9.57
Northeast Region	10.92
Southern Region	7.51
Western Region	9.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

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

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

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

HEALTH & WELFARE (Hawaii): \$1.42 per hour, or \$56.80 per week, or \$246.13 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.50 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and

incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS **

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots

and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

Chief Cook

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

Environmental Protection Specialist

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programmes; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

Fire Safety Professional

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining

standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

EXHIBIT E – Incident Blanket Purchase Agreement (I-BPA) Performance Evaluation

Highlighted blocks are required to be completed.

Agreement Number:	Rating Period: From _____ to _____.
Contracting Office <i>(Including Address)</i> :	Fire Name: _____ Resource Order Number: _____
Contractor Name:	Requirement Description <i>(Equipment Type)</i> :

Ratings

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

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

<input type="checkbox"/>	N/A	<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Marginal	<input type="checkbox"/> 2=Satisfactory	<input type="checkbox"/> 3=Very Good	<input type="checkbox"/> 4=Exceptional
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Government Comments for Quality of Product or Service (2000 characters maximum):

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

<input type="checkbox"/>	N/A	<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Marginal	<input type="checkbox"/> 2=Satisfactory	<input type="checkbox"/> 3=Very Good	<input type="checkbox"/> 4=Exceptional
--------------------------	-----	---	-------------------------------------	---	--------------------------------------	--

Government Comments for Timeliness of Performance (2000 characters maximum):

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

<input type="checkbox"/>	N/A	<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Marginal	<input type="checkbox"/> 2=Satisfactory	<input type="checkbox"/> 3=Very Good	<input type="checkbox"/> 4=Exceptional
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Government Comments for Business Relations (2000 characters maximum):

Would you recommend ordering this contractor again? Yes No *(Check one)*

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

Contractor Comments:

Contractor (signature) This rating has been discussed with me

Date

Rated By (signature)

Date

Admin Info
Please Print

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

Name: _____

Phone: _____

E-mail Address: _____

Contractor Representative

Name: _____

Phone: _____

E-mail Address: _____

****EVALUATOR to RETURN A COMPLETED EVALUATION FORM TO FINANCE SECTION****

Rating Guidelines

Quality of Product or Service; Timeliness of Performance; and Business Relations

0 = Unsatisfactory 1 = Marginal 2 = Satisfactory 3 = Very Good 4 = Exceptional

Unsatisfactory	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>NOTE: To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p>
Marginal	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>NOTE: To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p>
Satisfactory	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>NOTE: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be assessed rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</p>
Very Good	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>NOTE: To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p>
Exceptional	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.</p> <p>NOTE: To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p>

Source: Rating guidelines are from the CPAR Quality Checklist (<http://www.cpars.csd.disa.mil/cparsfiles/pdfs/qualcheck08.pdf>)

EXHIBIT F – SAFETY STANDARDS

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

A. Heat Stress

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

B. Smoke and Carbon Monoxide

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

C. “Six Minutes for Safety” Training

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

D. Seat Belts

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

E. Personal Protective Equipment (PPE) – see Section D.2.1.2 of the specifications for a complete list of PPE required by the contractor.

F. Fireline Leadership Communications Skills.

All personnel in leadership positions such as Equipment Operators, Engine Bosses and radio operators, shall be able to communicate fluently at a conversational level in English. Specifically:

- All radio communication on tactical, command and air-to-ground frequencies will be in the English language.
- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read write and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the individuals they directly supervise.

G. Incident Identification/ Qualification Card.

Personnel shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc

H. Physical Demands

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

Added for Engine and Tactical Water Tender personnel:

All engine and tactical tender personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes.

Copies of the publication titled "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at www.nwccg.gov, in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

The Government reserves the right to monitor the administration of any classroom instruction, and Pack Tests administered for compliance with "Work Capacity Fitness Test Instructor's Guide."

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

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

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

EMERGENCY EQUIPMENT SHIFT TICKET				
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.				E-16
1. AGREEMENT NUMBER 54-04R4-2-4567			2. CONTRACTOR (name) Jones Equipment	
3. INCIDENT OR PROJECT NAME LOST CREEK		4. INCIDENT NUMBER WIF-2-061		5. OPERATOR (name) PAUL JONES
6. EQUIPMENT MAKE Caterpillar		7. EQUIPMENT MODEL Dozer, D6C		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT
9. SERIAL NUMBER 47A89876		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)
12. DATE MO/DAY/YR	13. EQUIPMENT USE			14. REMARKS (released, down time and cause, problems, etc.) Paul Jones - Operator
	START	STOP	HOURS/DAYS/MILES(circle one) WORK SPECIAL	
09/15/07	0600	1800	12	
				15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
				16. INVOICE POSTED BY (Recorder's initials)
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Paul L. Jones, - Owner			18. GOVERNMENT OFFICER'S SIGNATURE SAMUAL JONES - DIV SUP.	
			19. DATE SIGNED 09/15/07	

EXHIBIT H - GEOGRAPHIC AREA TERMS AND CONDITIONS

N/A

EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

N/A

EXHIBIT L

GEOGRAPHIC AREA BOUNDARY MAP Geographic Area

Is located at the following website: <http://www.fs.fed.us/r6/ppm/documents/20101118-wash-or-dispatch-boundary-map.pdf>