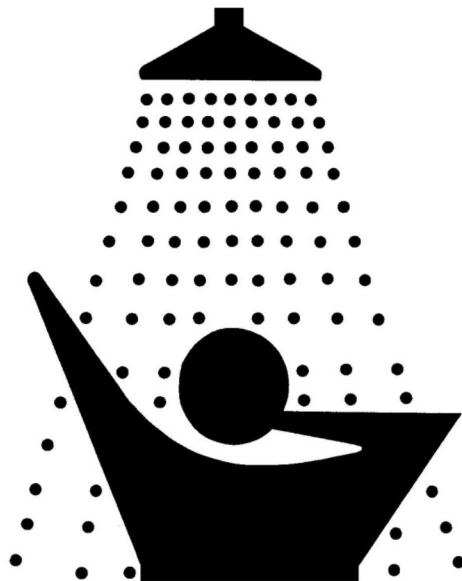


2019 - 2023

**NATIONAL MOBILE SHOWER
FACILITIES CONTRACT**



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**SECTION B
 SUPPLIES OR SERVICES AND PRICES/COSTS**

DESIGNATED DISPATCH POINTS

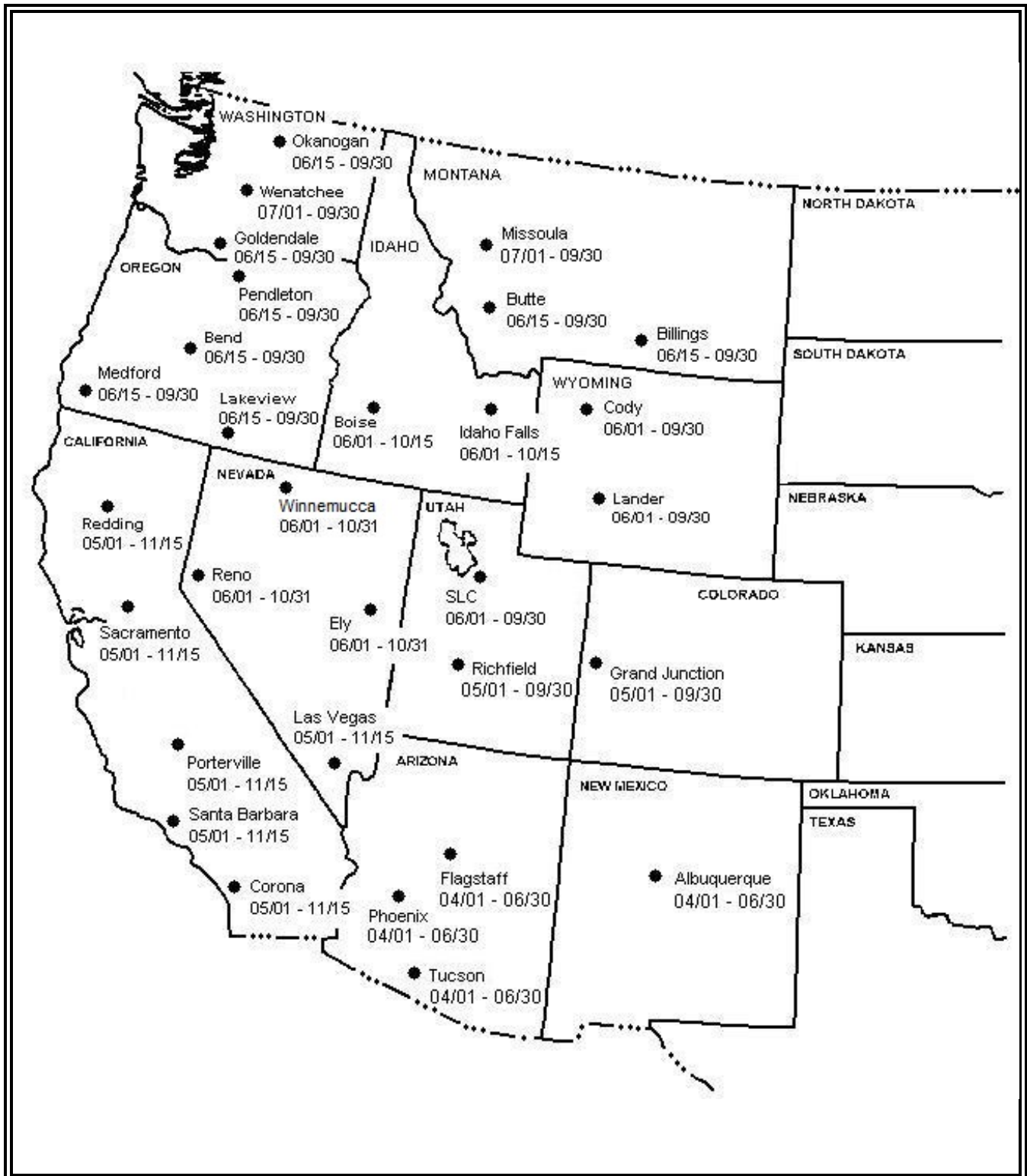
Contractor personnel and equipment will be physically located and available to perform services at the following locations; during the Mandatory Availability Period specified. Contractors may propose the same unit for multiple locations. Offerors may propose either a large or small capacity unit at any of the Designated Dispatch Points listed.

STATE	CITY	*RADIUS	AVAILABILITY DATES
Arizona	Flagstaff	75 Miles	April 01 – June 30
	Phoenix	75 Miles	April 01 – June 30
	Tucson	75 Miles	April 01 – June 30
California	Corona	75 Miles	May 01 – November 15
	Porterville	75 Miles	May 01 – November 15
	Redding	75 Miles	May 01 – November 15
	Sacramento	75 Miles	May 01 – November 15
	Santa Barbara	75 Miles	May 01 – November 15
Colorado	Grand Junction	75 Miles	May 01– September 30
Idaho	Boise	75 Miles	June 01 – October 15
	Idaho Falls	75 Miles	June 01 – October 15
Montana	Billings	75 Miles	June 15 – September 30
	Butte	75 Miles	June 15 – September 30
	Missoula	75 Miles	July 01 – September 30
Nevada	Ely	75 Miles	June 01 – October 31
	Las Vegas	75 Miles	May 01 – November 15
	Reno	75 Miles	June 01 – October 31
	Winnemucca	75 Miles	June 01 – October 31
New Mexico	Albuquerque	75 Miles	April 01 – June 30
Oregon	Bend	75 Miles	June 15 – September 30
	Lakeview	75 Miles	June 15 – September 30
	Medford	75 Miles	June 15 – September 30
	Pendleton	75 Miles	June 15 – September 30
Utah	Richfield	75 Miles	May 01– September 30
	Salt Lake City	75 Miles	June 01 – September 30
Washington	Goldendale	75 Miles	June 15 – September 30
	Okanogan	75 Miles	June 15 – September 30
	Wenatchee	75 Miles	July 01 – September 30
Wyoming	Cody	75 Miles	June 01 – September 30
	Lander	75 Miles	June 01 – September 30

***Note:** All proposed addresses must be within a 75 mile radius from the DDPs listed.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

MAP OF DESIGNATED DISPATCH POINTS



SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS

(a) Scope of Contract

(1) The intent of this solicitation and any resultant contract is to obtain the services of Mobile Shower Facility Units (MSFUs) at various field locations during wildland fire and other types of incidents throughout the contiguous western United States. The expectation and desired result of this contract is to provide: 1) clean, sanitary, and properly maintained shower units that meet contract specifications at all times, 2) sufficient supplies such as towels and soap for incident personnel use, 3) sufficient potable hot and cold water needed to take safe, comfortable showers, 4) timely arrival, set-up, and hours of operation that accommodate all of the incident personnel needs, and 5) knowledgeable, trained and dependable Mobile Shower Facility Managers and personnel on site at all times.

(2) MSFUs are to include all equipment, labor, supervision, materials, supplies, equipment set up and take down, transport and maintenance (except for those items listed as Government furnished) to accomplish the full scope of the work defined herein. Only equipment necessary for the operation of a MSFU will be allowed and approved for use under this contract. Equipment must be capable of operating in remote, primitive locations with limited access.

(3) Any time Mobile Shower Facilities are needed for federal wildland fire incidents in the contiguous western United States, the Federal Wildland Fire Agencies (see Section J.10), hereinafter referred to as the Government, are obligated to order services from the National Mobile Shower Facilities Contractors, provided that the Contractors can reasonably meet the incident's needs and required time frames (See Section C.2 (b)). At the Government's option MSFUs also may be ordered for other types of incidents. State and other federal cooperators may also utilize this contract at their option, however, the ordering procedures at Section C.2 will be followed for all orders.

(4) For the purposes of FAR 16.503 (a)(1), the total quantities purchased from 2012 through 2016 was \$27,024,180.00 for all Mobile Shower Services ordered through the National Interagency Coordination Center. The incidents average duration was 9.6 days. On average each Contractor received 4.6 total dispatches per year. These quantities are not a representation to an offeror or Contractor that the same quantities will be required or ordered, or that conditions affecting requirements will be normal or stable.

(5) Due to the sporadic occurrence of incident activity, the Government DOES NOT GUARANTEE placement of any orders for service.

(i) The Contractor is required to provide written notification to the Contracting Officer (CO) and the National Interagency Coordination Center (NICC) any time their unit is unavailable for dispatch. Failure to provide this notification may result in a poor past performance evaluation and/or suspension of the unit.

(ii) The Contractor is not obligated to accept orders if written notification has been submitted, stating the Contractor is unavailable, to CO and NICC in advance of the placement of an order.

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(iii) The Government may at any time order more than one Mobile Shower Facility for an incident.

(b) Government Furnished Forms

The government shall deliver to the Contractor the following Government furnished forms:

Interagency Mobile Facilities Daily Shower Order/Invoices, & Continuation Sheet, 1276-C & 1276-D (NFES 001961 & NFES 002055); Interagency Mobile Shower Facilities Performance Evaluation, 1276-F & 1276-G (NFES 001974 & NFES 002056). Contractors shall notify the Facilities Unit Leader (FACL) or Logistics Section chief (LSC) when forms are needed to ensure timely delivery. (Or attached invoice form in duplicate)

(c) Government Furnished Services

(1) Waste Products - The Government will arrange for pick up and disposal of all waste products (trash), after the waste products have been placed in the Government provided containers by the Contractor at a Government designated location.

(2) Gray Water - The Government will arrange for removal of waste (gray) water from the Contractor's holding facilities.

(3) Meals - When the Government is providing meals for an incident via a Mobile Food Service Unit, or by other means, meals for Contractor's employees will be furnished without charge.

(4) Potable Water -

(i) The Government will designate a potable water source.

(ii) If a water-use fee is required for the Government designated potable water source, the Government shall be responsible for payment of the water-use fee.

(5) Fuel Tender - The Government may allow the Contractor to use a Government fuel tender when available. The Contractor shall pay directly (to the fuel tender) via credit card for any costs of these petroleum products. At times it may be necessary for the Contractor to deduct the cost of petroleum products from payments due on Form 1276-D Daily Shower Order/Invoice - Mobile Shower Facilities Continuation Sheet when no credit card services were available.

(6) Government Escort - When it is difficult for the Contractor to locate an incident with the directions provided by the Government, the Contractor may request an escort to the incident.

(d) Contractor Furnished Equipment, Supplies, and Personnel

The MSFU is to include all equipment, labor, supervision, materials, supplies, equipment set up/take down, living accommodations, shower services for Contractor's personnel, all fuel, electricity required for heat, lights, hot water, transport, and maintenance necessary for the operation of the MSFU.

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(e) Contractor Responsibilities

The Contractor shall perform in a professional, cooperative and workman like manner. All equipment and service is required to meet current Federal, State and local laws or regulations, the National Electric Code (NEC), the Uniform Plumbing Code (UPC), Federal and State potable water codes, Occupational Safety and Health Administration (OSHA), National Sanitation Foundation Standards (NSFs) and other contractual requirements. The contractor's responsibilities include:

- (1) Provide the supplies and services described herein.
- (2) All equipment shall be in acceptable condition and meet minimum equipment requirements. The Government reserves the right to reject equipment that is not in a safe, clean and operable condition. The Government may allow the Contractor to correct minor deficiencies within 24 hours upon arriving at the incident. Repairs to equipment shall be made and paid for by the Contractor. At the Contractor's request, the Government may, at its option, make repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payments to the Contractor. No payment will be made for travel to an incident for equipment that does not pass inspection and cannot be made compliant within 24 hours. No payment will be made for time the equipment was not available. (Reference Section E.2).
- (3) Report immediately to the Facilities Unit Leader (FACL), or Logistics Section Chief (LSC) upon arriving at the incident and provide a copy of the Mobile Food and Shower Service Request Form (Attachment J.7).
- (4) Provide for the transportation of all potable water to the MSFU unless the Government determines alternate transportation is more advantageous.
- (5) Provide adequate personnel to keep the Mobile Shower Facility in continuous operation during showering use periods specified by the Government (this includes personnel to haul potable water to support MSFU). Operational hours shall be clearly posted at the entrance to the shower facility. Hours of operation shall be approved by the FACL or LSC. The MSFU is not required to operate 24 hours per day, the shift will be set by the Logistics Section Chief or the Facility unit leader. Ensure a Mobile Shower Facilities Unit Manager (Key Personnel listed in Exhibit L.1) is available at the incident at all times. The Contracting Officer (CO) shall approve all Key Personnel. Approved Key Personnel are stated on Contractor's Mobile Shower Facilities Unit Summary issued by the CO. (Reference Sections H.3 and H.5)
- (6) Ensure that all waste products (trash) are placed in Government provided containers (dumpsters) at a Government designated location.
- (7) Provide dust control around the waiting and wash basin (sink) areas.
- (8) All employees shall wear nametags and other easily visible identification that distinguishes the company represented.

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- (9) No alcoholic beverages and/or controlled substances are allowed. There shall be no use of tobacco products within the immediate area or in the MSFU.
- (10) Only the number of personnel approved in the awarded contract may remain at the incident.
- (11) Maintain copies of the contract; all modifications; invoice forms; Quality Control Plan and Safety Plan with the MSFU at all times. Completed past performance evaluation forms shall be kept with the unit at all times for the current period of performance. The Quality Control Plan shall address the Contractor's self-inspection procedures. The Safety Plan shall address the Contractor's oversight and monitoring of work/rest guidelines.
- (12) Comply with National Wildfire Coordinating Group (NWCG) Potable Water Standards in Section J.1 and J.1A.
- (13) The Contractor shall perform one microbiological test for total *coliform* bacteria upon arrival at the incident. The Contractor will be reimbursed for additional water testing fees if the Government requires a water sample to be submitted more than once every 30 days or if the Government chooses to change water sources, while the unit is assigned to the same incident. The costs of the additional water tests will be added as a credit on Form 1276-D Daily Shower Order/Invoice – Mobile Shower Facilities (Continuation Sheet). The purpose for the required additional water test shall be clearly documented on the invoice form.
- (14) The Contractor shall not bring pets to the incident.

Note: Violation of any one or combination of any of the above requirements may result in suspension or termination of the Contractor's Mobile Shower Facility Unit Contract.

C.2 ORDERING, RELOCATING, REDUCING, RELEASING, REASSIGNING AND CANCELING PROCEDURES

- (a) Orders will be placed by the NICC on the Shower Service Request Form and will include the following:
- (1) Resource Order Number, Request Number, Name of Incident and Job Code.
 - (2) Exact location to designated site where the Contractor can meet a Government representative for escort or further instructions to the incident.
 - (3) Estimated time needed by the incident to provide shower services.
 - (4) Size of MSFU required. Large capacity shower units have a minimum of 12 showerheads and small capacity shower units have a minimum of 8 and a maximum of 11 showerheads.
 - (5) Name, title, and phone number of person to contact for further information.
 - (6) Name and title of Government representative to contact at the incident.

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(b) Dispatch Procedures

(1) The Government has contracts with multiple vendors for Mobile Shower Facilities. During periods of availability, the Government will utilize the Contractor whose DDP is the shortest route (mileage) to the incident as determined by using Google Maps® or Government determined mapping application when Google Maps® is inoperable, provided that the unit can meet the incident's needs and required time frames.

(2) Contractor personnel and equipment are required to be physically located and available to perform services from each of their DDPs during the defined mandatory availability period (MAP). The DDP is the location where the unit must be physically located during the mandatory availability period, unless the Contractor has provided written notification to the CO and the NICC of its unavailability status. NICC is the only designated dispatch center authorized to place orders for all the National Mobile Shower Facility Units. NICC shall place orders against an overriding Delivery Order; issued by the CO at time of award.

(3) Outside the (MAP), priority consideration will be given to units physically located and available to perform services closest to the incident; provided that the unit can meet the incident's needs and required time frames. The only two locations to be considered for dispatch outside of the availability dates are the DDP or the Company's Headquarters. Outside the availability dates, Contractors have the option of remaining at their DDP or returning to their Company's Headquarters. Company's Headquarters is defined as the company's regular operating physical address (Block 15A on Standard Form 33). Contractors are responsible for notifying the CO and the NICC, in writing, of availability status and locations outside of their mandatory availability period.

(4) The Government intends to dispatch resources in accordance with this procedure. However, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from procedures stated in C.2 in order to respond effectively to such conditions. Any such deviation will be within the discretion of the Government, and will not be deemed a violation of any term or condition of this contract.

(5) When a Contractor agrees to a delivery schedule at the time the order is placed, the Contractor is required to perform in accordance with the agreed upon schedule documented on the Mobile Food and Shower Service Request Form. In addition, the Contractor is required to follow DOT regulations at all times.

(6) When a small capacity unit is ordered and there are no small units that can meet the incidents required time frames; NICC may use a large capacity unit to fill the order using the procedures in C.2, provided the large capacity unit can meet the incidents needs and required time frames.

(c) Release and/or Reassignment

(1) When the MSFU has been released from an incident, the unit may remain in the nearest town up to 24 hours in available status. After this time, it must return to the unit's DDP. Priority consideration for assignment will be given to the unit closest to the incident that is physically located at its DDP over other available units remaining in the nearest town or en-route; provided that the unit at its DDP can reasonably meet the date and time needed by the incident.

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(2) When a MSFU is reassigned en-route, the Contractor is obligated to report to the reassigned incident.

(d) Need for Additional Mobile Shower Facility(s) at an Incident

If an additional MSFU is ordered for the same Incident camp site, dispatch priority will be based on the same procedures in Section C.2.

(e) Procedure for Canceling a Mobile Shower Facility

The Government reserves the right to cancel any order at any time. Payment for services rendered will be made in accordance with Section G - Contract Administration Data.

(1) Canceling a Mobile Shower Facility

Notice of cancellation will be provided to the Contractor from NICC.

(2) Priority for Releasing/Reassigning a Mobile Shower Facility

National Mobile Shower Facilities Contractors shall be released after all additional Non-National Mobile Shower Facilities Contractors have been released. NICC will be notified of the release of The National Mobile Shower Facilities Unit through established dispatch channels and the Contractor shall contact NICC to confirm status of release or reassignment. When there is more than one National MSFU at the same incident or complex of incidents, the FACL, LSC or Contracting Officers Representative (COR) will determine which National MSFU will be the first to be released based on design, capability, size, need, performance price and/or set-up location at the incident. The FACL, LSC or COR will forward documentation of this decision to the CO. At any time, the incident may determine to release and/or order a large or small MSFU that best meets the needs of the incident.

(f) Procedure for Relocating Mobile Shower Facilities Unit at an Incident

The Relocation Fee (in addition to mileage) is paid in the following cases:

(1) After a MSFU is on order and has arrived and completed the initial set-up at the incident; the Government may have a need to relocate the MSFU to another location within the same camp, or to a new, or different camp (in support of the same incident).

(2) When the original incident is or becomes incorporated into a complex and relocating the MSFU becomes necessary in support of that complex of incidents.

(3) Reduction in force resulting in reorganization within the incident or complex, but not demobilization. The relocation fee is paid when camps in a complex are collapsed and Mobile Shower Facility Units are relocated within that complex.

If a Unit is reassigned to another incident or demobilized, no relocation fee is paid.

(g) Procedure for Ordering Intermittent Use of Contractor's Potable Water Vehicle

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After the Contractor has reached an incident and services have begun, the Government may order the Contractor's potable water vehicle on an intermittent basis for use other than transporting potable water to the shower unit; i.e., for providing support to Mobile Food Service Unit. Filling canteens and cubitainers is not considered intermittent use. Intermittent use of Contractor's potable water vehicle shall also include a Contractor furnished operator. Start and stop times for intermittent use shall be documented in block number 26 on Form 1276-D, Daily Shower Order/Invoice – Mobile Shower Facilities (Continuation Sheet). The purpose for intermittent use shall be clearly documented in the remarks block.

C.3 MINIMUM EQUIPMENT REQUIREMENTS

A MSFU shall consist of a showering unit (trailer), potable water vehicle, hand washing sinks and all peripheral equipment and trailers necessary to mobilize and support the shower unit and its personnel. Listed below are the minimum equipment requirements for a MSFU.

(a) Shower Units

Each MSFU at a minimum shall:

- (1) Have the inside constructed of nonporous, readily cleanable surfaces to accommodate sanitization and cleaning. Wood surfaces in the shower unit are not acceptable. Materials that can corrode or rust are not acceptable.
- (2) Any materials bubbling or separating from original condition are not acceptable.
- (3) Have nonskid surfaces on floors that are comfortable for bare feet. Wood surfaces, carpet, or similar material on the floors in the shower unit are not acceptable. Non-porous mats may only be used if they are completely removable for cleaning purposes.
- (4) Have sturdy steps that are comfortable for bare feet and in compliance with Section C.3 (f), allowing entry to the Shower Unit in a safe manner.
- (5) Minimum Shower stalls:
 - (i) Large capacity units shall have no less than twelve (12) shower stalls.
 - (ii) Small capacity units shall have no less than eight (8) and no more than eleven (11) shower stalls.
- (6) Provide phosphate free liquid soap and all paper bath and hand towels.
- (7) Provide a shower caddy or shelf at each showerhead to accommodate soap, shampoo, etc.
- (8) Have the capability of maintaining hot water up to 110° F. Water temperatures must be adjustable at each showerhead providing hot water and cold water through a mixing faucet. Shower heads shall provide a comfortable shower with no pressure or temperature fluctuations. A minimum of 2 gallons-per-minute (gpm) flow at the showerhead is required.
- (9) Ensure that all equipment preserves the potable water quality throughout the shower

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unit and peripheral equipment where water is stored and used. No galvanized pipes, fittings, fixtures or other galvanized materials are allowed throughout the inside of each shower stall or the plumbing that provides the water to each shower stall.

(10) Use potable water for all showers and wash basins.

(11) Showers and washbasins shall be equipped with water pumps that are made of food grade material and are suitable for Domestic, Sanitary or Potable water use.

(12) Provide all fuel and electricity required for heat, lights, and hot water.

(13) Provide for segregated separate showering areas for men and women, units providing the most flexibility are desired.

(14) Shower walls extend to the floor, prevent wastewater crossover between stalls.

(15) Have adequate outside lighting at the shower entrance and around the washbasin area for use of the shower unit after dark.

(16) Provide light bulbs or fluorescent tubes covered with an enclosed plastic safety shield, tempered safety glass, or its equivalent, for all light fixtures. Light fixtures shall be installed so as not to constitute a hazard to personnel or shower unit materials. All electric receptacles not dedicated shall be grounded fault circuit interrupter (GFI) protected.

(17) Have a minimum enclosed storage capacity of 2,500 gallons of gray water for both large and small capacity units.

(18) Have a tank with minimum enclosed storage capacity of 1,500 gallons of potable water for both large and small capacity units. The entire inside of the tank shall be visible for an ocular inspection. This must be separate storage from the potable water vehicle and shall be equipped with a minimum of twelve (12) outside spigots/valves for filling canteens, cubitainers and water bottles. The use of bladder bag is prohibited.

(19) Provide garbage cans and bio-based/bio-preferred liners.

(20) Provide an outside waiting area with the minimum seating capacity of one chair per showerhead. Ground covering and rain/shade protection (such as waterproof tents, awnings, and canopies) shall be provided and set up over all waiting areas unless exempted by the FACL or LSC.

(21) Have sufficient built in heating and ventilation fan(s) to provide a comfortable atmosphere and keep the steam/humidity level low. The Contractor shall furnish documentation representing ventilation fan(s) create a minimum level of exchange of 15 air exchanges per hour.

(22) Provide sufficient drainage to prevent the puddling of water.

(23) Any materials bubbling or separating from original condition are not acceptable.

(24) Provide privacy inside the shower unit from outside viewing.

(b) Shower Stall

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(1) Each shower stall shall at a minimum have; solid, sturdy, heavy-duty partitions made of opaque material that limits the view from the person showering on either side. Shower stalls shall be a commercially available product or equivalent and may consist of coved, square, rectangle, or corner shaped floor pans. Shower stalls at a minimum shall have an interior width measurement of 28 inches from wall to wall consistently when measured from the top of the shower pan to a height of 80 inches, and 28 inches in depth consistently when measured perpendicular from the center of the top interior lip of the shower pan to the center of the back wall. Shower stall shapes that are not square shall be a minimum of 28 inches x 28 inches and 784 square inches measured as stated above (drawings with dimensions showing these requirements are met must be submitted with each proposal). Shower stalls shall be equipped with heavy-duty shower curtains or solid, sturdy, and heavy-duty doors made of opaque materials.

(2) Ensure each individual shower stall shall be equipped with individually plumbed floor drains and shower walls that extend to the floor to avoid mixing of wastewater (walls may have a gap at the top allowing for ventilation but must still provide privacy).

(3) Any hand-held showerheads shall include a wall fixture to hold the unit while the water is flowing. Timing devices that restrict water flow are not allowed.

(4) Any materials bubbling or separating from original condition are not acceptable.

(c) Wash Basins (Sinks)

(1) Large capacity units shall have a minimum of eight (8) wash basins (sinks) and mirrors and may be located outside or inside of any enclosed trailers. Unobstructed egress in or out of any enclosed trailer shall be maintained at all times. Large capacity units require one additional wash basin and mirror for every two showerheads over and above the minimum number of 12 required showerheads. Small capacity units shall have a minimum of four (4) wash basins (sinks). Small capacity units require one additional wash basin and mirror for every two showerheads over and above the minimum number of 8 required showerheads. Wash basins may be located outside or inside of any enclosed trailers. Unobstructed egress in or out of any enclosed trailer shall be maintained at all times. All required washbasins shall be accessible for use by either men or women, have lighting for use of the wash basins in darkness and a minimum of 4 duplex electrical receptacles (120v) on large capacity units and 3 duplex electrical receptacles (120v) on small capacity units. Placement of electrical receptacles shall be located in areas that are convenient for all users. Placement of operational washbasins inside a shower unit or individual shower stalls is prohibited.

(2) Each wash basin (sink) shall provide hot and cold water, shall control gray water, and shall have a minimum of one liquid soap dispenser and one enclosed paper towel dispenser for every two sinks. Each wash basin (sink) shall also have the ability to hold water with built in or permanently attached stoppers.

(3) Each wash basin shall have continuous water heating capable of maintaining up to 110 degrees F, as tested at the faucet. Each basin shall provide hot and cold water through a mixing faucet. The faucet shall have manual user controls that allow for temperature control and the washing of both hands while the water is running. Water saving devices that require manual activation to achieve and maintain water flow, such as push button or automatic faucets, are not allowed.

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(4) Ground covering and rain/shade protection (such as waterproof tents, awnings, and canopies) shall be provided and set up over all wash basins, unless exempted by the FACL or LSC.

(d) Dressing Area

Dressing areas shall, at a minimum:

- (1) Be connected to shower stalls providing a combination shower stall with private dressing area. The dressing area size shall be a minimum of 30" x 30" or 900 square inches excluding the seating area (walls do not have to be from floor to ceiling, but must still provide privacy). Units with retractable or folding seating may include this seating area as part of the minimum measurement. Adequate space shall be provided for a reasonable sized person to comfortably use the specified dressing area while the seat is being used. Materials that can corrode or rust are not acceptable.
- (2) Provide seating for each showerhead.
- (3) Have three separate, sturdy, permanently affixed clothes hooks per showerhead.
- (4) Provide sufficient drainage to prevent the puddling of water.
- (5) Have flooring that can be sanitized in accordance with Section C.3 (e).
- (6) Any materials bubbling or separating from original condition are not acceptable.
- (7) Provide reasonable security from pilferage. Adequate security measures are needed if boots cannot be carried into the shower unit or left in an enclosed waiting area.
- (8) Be located inside of the shower trailer. Tent systems connected to the shower trailer are not acceptable.
- (9) Each dressing stall shall have solid, sturdy, heavy-duty partitions made of opaque material that limits the view from the person dressing on either side.
- (10) Dressing stalls shall be equipped with heavy-duty shower curtains or solid, sturdy, and heavy-duty doors made of opaque materials.

(e) Potable Water Vehicle

All potable water vehicles shall:

- (1) Provide a tank with minimum capacity of 1,500 gallons of potable water storage and be available to provide the shower unit with potable water.
- (2) Comply with the National Wildfire Coordinating Group (NWCG) potable water standards in Section J.1 and J.1A, and with any Department of Transportation and Water Quality Authority requirements of the State in which the potable water vehicle is licensed and performing work.
- (3) Provide Contractor furnished operator(s).

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(4) Be equipped with a minimum of four (4) outside spigots/valves for filling canteens, cubitainers and water bottles.

(5) Have a potable water/food-grade pump, which has the capacity to transfer potable water a minimum of twenty feet vertical.

(6) Include the annual inspection certificate for the double check valve that documents it has been inspected and is fully operational.

(f) Sanitation Requirements

The entire inside of the Mobile Shower Facilities Unit shall be sanitized, at a minimum, twice daily (normally completed during non-peak periods) using the minimum following procedure:

(1) Wash down the MSFU with soap or detergent, rinse thoroughly, sanitize with a household bleach (5 percent chlorine) solution using a minimum of 1 tablespoon bleach per 2 gallons water, or equivalent and rinse unit thoroughly.

(2) Remove and sanitize floor mats twice daily.

(3) Shower curtains shall be sanitized twice daily and replaced as necessary.

(4) Maintain a log documenting the dates and times that the sanitizing is performed.

(g) Additional Safety Equipment

Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24). All Stationary equipment shall be supplied with oil spill containment units consisting of both pads and pans, under the fuel tank, engine, and any other petroleum containers, except miscellaneous "fuel containers" under 5 gallons. Stationary equipment is defined as that remaining in one position for 24 hours or more, or that is parked in the same location for over 24 hours.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.4 PERFORMANCE REQUIREMENT SUMMARY

REQUIRED SERVICE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL
C.2 (b) (5) Timely arrival and set-up of MSFU.	Meets delivery schedule agreed upon with NICC.	+/- 1 hour of agreed upon schedule.
C.1 (d) Supplies	Provide all supplies necessary for the operation of the MSFU.	All supplies, such as soap and towels will be available at all times.
C.1 (e) (5) MSFU is in continuous operation during showering use periods specified by the Government.	Operational Hours posted at the entrance to the shower facility are met.	Operating Hours must be met at all times.
C.1 (e) (2) Provide all equipment necessary for the operation of the MSFU.	All equipment is in a safe and operable condition at all times. (Including all peripheral equipment such as sink units).	Equipment failures are corrected within 24 hours. No equipment failures allowed that will cause the shutdown of the unit.
C.1 (e) (5) Key Personnel	Key Personnel available at the incident at all times.	Key Personnel or Alternate must be available at the incident at all times.
C.1 (e) (6) Waste Products	Trash in and around the MSFU is picked up at all times.	Trash will not be left unattended for more than 30 minutes.
C.1 (e) (7) Dust Control	Contractor provides dust control around the waiting area and wash basins.	Dust control is provided when needed.
C.1 (e) (8) Employee Identification	All Contractors' employees must wear nametags and other easily visible identification.	Identification is present on all employees at all times.
C.1 (e) (11) Administration	Have copies of the contract, all modifications, invoice and performance evaluation forms, quality control and safety plans.	Copies will be provided to the Government upon request at all times.
C.1 (e) (12) & C.1 (e) (13) Potable Water Standards	Comply with NWCG potable water standards in Section J, including maintaining of potable water truck activities, submitting water samples for bacterial testing and performing chlorine residual tests as required	Standards must be met at all times.
C.3 (a) (8) Water Pressure/Flow	A minimum 2 gallons per minute (GPM) flow at the showerhead.	Standard must be met at all times.

**SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

REQUIRED SERVICE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL
C.3 (a) (8), C.3 (c) (3) Continuous Hot Water Capability	Water temperature at each shower stall and wash basin must have the capability to be adjusted up to 110°F.	Standard must be met at all times
C.3 (a) (9) Galvanized Materials	All equipment preserves the potable water quality throughout the MSFU.	No galvanized pipes, fittings, fixtures or other galvanized materials are allowed.
C.3 (a) (18) Potable Water Storage Tank	All equipment preserves the potable water quality throughout the MSFU.	The use of bladder bags is prohibited Standard must be met at all times
C.3 (c) Wash Basins	Provide wash basins as specified in Contractor's proposal. (Equipment proposal is incorporated into Contractor's contract).	Contractor's proposal and contract performance standards must be met at all times
C.3 (d) Dressing Area	Provide dressing area as specified in Contractor's proposal. (Equipment proposal is incorporated into Contractor's contract).	Contractor's proposal and contract performance standards must be met at all times.
C.3 (e) Potable Water Vehicle	Provide potable water vehicle as specified in Contractor's proposal. (Equipment proposal is incorporated into Contractor's contract).	Contractor's proposal and contract performance standards must be met at all times.
C.3 (f) Sanitation	MSFU at a minimum will be sanitized twice daily.	Standard must be met at all times.
C.3 (g) Additional Safety Equipment	Provide additional safety equipment as specified.	Additional safety equipment provided at all times.
C.1 (e).(11) Quality Control	Contractor adheres to and maintains an acceptable Quality Control Plan.	Performance is maintained at no less than an acceptable level at all times.
H.6 Workmanship & H.7 Incident Behavior	All work under this Contract shall be performed in a safe and professional manner. Inappropriate behavior is all forms of harassment including sexual and racial harassment and will not be tolerated.	Standards must be met at all times.

**SECTION D
PACKAGING AND MARKING**

D.1 EQUIPMENT MARKING

(a) Mobile Shower Facility:

All vehicles comprising a complete MSFU shall be permanently marked with the company name and unit identification number (UIN) as identified in Section B. Potable Water vehicles shall also be marked in accordance with Section J, NWCG Potable Water Standards. The company name and UIN shall be located on the equipment with letters and numbers no less than 2 inches in height, (for example: Shower Power, S-1).

(b) Gray Water Bladder Bags:

All gray water bladder bags used shall have the size and use labeled on them in a conspicuous place in letters and numbers no less than 4 inches in height, (for example: 500 Gallons Gray Water).

(c) Hoses:

All hoses used shall be labeled at both ends to identify their use (i.e. gray or potable).

(d) Signs:

All signs shall have the universal symbols in addition to wording. All signs shall be placed in a conspicuous area to eliminate any confusion on gender locations in the shower facility.

D.2 PROHIBITED MARKING

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

**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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): www.acquisition.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

None by reference.

E.2 INSPECTION OF SERVICES -- FIXED-PRICE (FAR 52.246-4) (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a sub-Contractor, the Contractor shall furnish, and shall require sub-Contractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract price. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.3 PRE-USE INSPECTION OF EQUIPMENT

Each year prior to use and during the MAP of the MSFU, the Government may conduct pre-use inspections of all Contractor equipment for compliance with the contract specifications and conditions.

**SECTION E
INSPECTION AND ACCEPTANCE**

E.4 INSPECTIONS DURING USE

(a) At any time during use, the Government may make or cause to be made such inspections as deemed necessary for the purpose of determining that equipment, supplies and personnel meet current contract specifications or to determine equipment condition. Reference Section C.4 Performance Requirement Summary. Inspection may be performed by Federal and State Government representatives such as the COR, LSC or FACL, as designated by the CO. Inspection results will be documented on the Mobile Shower Facilities Unit Inspection Form located in Section J, Exhibit J.8. A copy of the completed form will be provided to the CO.

(b) Inspection by the Government after performance deficiencies or a failure has occurred will be made as promptly as possible after the Contractor has given notice that the performance deficiencies or the failure has been corrected. Inspection results will be documented on the Mobile Shower Facilities Unit Inspection Form located in Section J, Exhibit J.8.

(c) When equipment and services are inspected and do not meet contract requirements, the LSC, FACL or COR shall document deficiencies on form FS 6300-12, Work Order and Notice of Non-Compliance. When appropriate, contract price reductions shall be taken in accordance with Section E, Paragraph E.2, Inspection of Services-Fixed Price. The CO shall make final decisions on any remedial actions implemented or erroneous payments approved by LSC, FACL or COR as appropriate.

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB1998)

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): www.acquisition.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

None by reference.

F.2 PERIOD OF PERFORMANCE (AGAR 452.211-74) (FEB 1988)

The period of performance of this contract is from January 1, 2019 through December 31, 2019 with (4) 1 year option periods:

January 1, 2020 – December 31, 2020 if option year 1 is exercised

January 1, 2021 – December 31, 2021 if option year 2 is exercised

January 1, 2022 – December 31, 2022 if option year 3 is exercised

January 1, 2023 – December 31, 2023 if option year 4 is exercised

January 1, 2024 – July 1, 2024 if the six month option to extend services referenced in Section I.7 is required

F.3 LOCATION(S)

(a) MSFUs shall be physically located at their DDPs during the mandatory availability dates identified in Section B, unless the Contractor has notified the CO and NICC in writing, of its unavailability status. The CO may approve any relocation of equipment from the required DDP to an alternate DDP, with the concurrence from NICC.

(b) The Contractor shall notify the CO and NICC in writing if they wish to be available for dispatch outside of their MAP identified in Section B.

F.4 UNAVAILABILITY

(a) The Contractor may request unavailable status from the CO, in writing, at any time. When a particular MSFU becomes unavailable, the CO may hire non-National contract resources or relocate other National Contract resources to perform the work that would have been performed by the unavailable Contractor. In these situations, any non-National Contractors dispatched to an incident shall be allowed to complete that current assignment and not be replaced if the previously unavailable National Contractor's status changes. Anytime a National and a Non-National Contractor are assigned to the same incident, the Non-National Contractor shall be the first to be demobilized.

(b) The Contractor's unit is considered unavailable outside the mandatory availability period identified in Section B, unless written notification of availability is given to the CO and NICC. The Government reserves the right to periodically verify the availability and location of all units.

**SECTION F
DELIVERIES OR PERFORMANCE**

F.5 CONTRACTOR EVALUATIONS

The designated Government representative is required to complete an Interagency Mobile Shower Facility Services Performance Evaluation Form (See Section J, Form 1276-F) prior to leaving each incident or prior to team transitions. The designated Government representative is required to distribute the completed copies of the evaluation as instructed on the form. (Do not send copies of the evaluation form to the Albuquerque Service Center). The form, in addition to other performance information which may become available, will be utilized to facilitate the Contractor's annual performance report. The CO will provide the Contractor 30 calendar days to respond to any negative performance information received.

F.6 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 60 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions.

Further details, systems requirements, and training information for CPARS are available at <https://www.cpars.gov>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 MOBILE SHOWER FACILITY – MILEAGE

(a) For mileage payment purposes, actual mileage shall be measured from the location of the Contractor's MSFU at time of dispatch to the incident(s) and return using verified written Contractor odometer readings. Beginning and ending odometer readings must be documented in the remarks block on the Daily Shower Order/Invoice Mobile Shower Facilities.

(b) Only actual mileage for transporting the MSFU (including all equipment, materials, supplies and personnel to support the operation) to and from the incident shall be paid at the rates specified in Contractor's current Unit Summary.

(c) Actual mileage for the Potable Water Vehicle to provide potable water to the MSFU or other use shall be measured from the incident to the water source and return by written verification of Contractor odometer readings documented in block number 25 on Form 1276-D, Daily Shower Order/Invoice – Mobile Shower Facilities (continuation sheet) and paid at the rates specified in Contractor's current Unit Summary. The same process will be used when the potable water truck is utilized for incidental use.

(d) If an order for a MSFU is canceled before reaching the incident, the Contractor shall be paid for actual mileage incurred, if applicable, at the rates specified in Contractor's current Unit Summary, not to exceed the mileage to and from the facility. The mileage shall be measured using verified written Contractor odometer readings. Beginning and ending odometer readings must be documented in the remarks block on Form 1276-C, Daily Shower Order/Invoice Sheet. Cancellation shall be documented in the remarks block on Form 1276-C, Daily Shower Order/Invoice Sheet.

(e) When equipment is released from one incident and subsequently reassigned to another prior to returning to its DDP, it is the Contractor's responsibility to inform the FACL or LSC at the new incident of any changes or corrections in return mileage indicated on invoices submitted on prior incidents. The new incident invoices will correct mileage payments from the prior incident invoices and make appropriate adjustments for previously billed mileage from the point reassigned en-route. If the Contractor is not dispatched from one incident to another, mileage shall be measured from the last incident location to the DDP, or other location approved by the CO (mileage to another approved location shall be reimbursed at actual or the distance to DDP whichever is less). Beginning and ending odometer readings must be clearly documented in the remarks block of the Form 1276-C, Daily Shower Order/Invoice Continuation Sheet.

(f) The Government may use Google Maps or Government determined mapping application when Google Maps is inoperable and/or Government odometer readings to verify the reasonableness of any mileage billed.

G.2 MOBILE SHOWER FACILITY UNIT – DAILY USAGE RATE

(a) Payment for use of a MSFU shall be made only when properly ordered and approved by the Government and paid at the daily usage rates specified in Contractor's current Unit Summary.

(b) If an order is canceled prior to, or upon, reaching an incident, one day of usage will be paid. If the Contractor is released after service has begun, a minimum of two days of usage will be paid.

SECTION G
CONTRACT ADMINISTRATION DATA

(c) If the MSFU arrives after the agreed to time that services are to begin, payment will start at the beginning of the next time set for showering by the FACL or LSC, or the next day, whichever comes first.

(d) Payment for shower usage shall begin when the MSFU has water and is ready for showering at the time agreed upon, or when personnel begin showering, whichever comes first. When the Contractor has arrived at the incident on the date and time ordered, and the Government unduly delays selection of site location for set-up, payment for the MSFU will begin at the time of arrival at the incident.

If the Government unduly delays selection of a water source or the water source is located at a distance that prohibits delivery of water to the shower unit within two hours after arrival at the incident, payment for shower usage shall begin when the shower unit is set up and ready to operate except for the delivery of water.

If a Contractor arrives at an incident prior to the agreed upon time when dispatched and there is no need for showers, payment shall not begin until either the time agreed upon or when the need arises whichever comes first.

(e) Payment for partial days shall be made at one-half the daily rate when service is provided for 8 hours or less, at the beginning or end of the use period. A full day of usage will be paid when services are performed beyond noon. Any release prior to noon on the last day of service will be paid one-half of the daily rate. If the Contractor's gray water does not get pumped until after twelve noon, a full-day of usage will be paid.

(f) When services cannot be performed due to Contractor deficiencies, payment(s) shall be reduced appropriately per Section E, Paragraph E.2 (the daily rate will be divided by the shift for that day as outlined in the IAP to derive an hourly rate), (only time actually operational will be compensated) and documented on the invoice and form FS 6300-12-Work Order and Notice of Noncompliance.

G.3 INTERMITTENT USE OF CONTRACTORS POTABLE WATER VEHICLE

Payment for the intermittent use of the Mobile Shower Facility potable water vehicle that is part of the MSFU shall be computed on an hourly basis at the rates specified in the Contractor's current Unit Summary (total cost not to exceed that of a 10-hour day). Any use for an hour or fraction of any hour will be paid a minimum of one hour use. Intermittent use involves the use of the MSFU potable water truck in the support of camp operations away from the shower unit, such as supporting a Mobile Food Service Unit. It does not include use such as filling up canteens or other containers at the incident.

Beginning and ending clock hours must be clearly documented in block number 26 on Form 1276-D. The purpose for the intermittent use shall be clearly documented in the remarks block.

G.4 RELOCATION FEE

Each additional setup/takedown of a MSFU, as specified in Section C.2 (f) shall be paid at the relocation fee rate specified in Contractor's current Unit Summary. Actual mileage incurred due to the relocation shall be measured by verification of Contractor's written odometer readings and paid at the mileage rate specified in the Contractor's current Unit Summary.

SECTION G
CONTRACT ADMINISTRATION DATA

G.5 MISCELLANEOUS CHARGES AND CREDITS

(a) Equipment Repair and Fuel. Any costs incurred by the Government in repairing the Contractor's equipment and/or providing Government furnished supplies/fuel to the Contractor shall be deducted from payments due to the Contractor on a daily basis on Form 1276-C block number 20 and documented on Form 1276-D, Daily Shower Order/Invoice Continuation Sheet unless payment is paid directly by the Contractor via a credit card.

(b) Lost/Damaged Equipment Or Supplies. The Government shall not be liable for any loss, damage or destruction 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 security of Contractor's equipment is the responsibility of the Contractor.

(c) Licenses, Fees and Permits. Pursuant to Section H.1, Contractors are responsible for all licenses, fees and permits needed to perform work under this contract. However, when a MSFU is dispatched outside the state of the DDP, the following shall apply:

(1) Additional licenses, fees and permits required as a result of being dispatched to an incident outside the State of the DDP, shall be credited on a cost reimbursable basis to payments due the Contractor.

(2) Proof of expenditures in the form of copies of receipts for licenses, fees, and permits shall be attached to form 1276-C.

(3) Payment shall be limited to those vehicles that comprise the MSFU as specified in Contractor's current Unit Summary.

(d) Potable Water Testing Fees. The Contractor shall be responsible for fees associated for potable water testing upon arrival at the incident and once every 30 days or any subsequent testing required due to a positive test result for coliform bacteria. The Government will reimburse the Contractor for testing whenever switching to a different Government provided potable water source or whenever local health authorities or Government representative request testing more than once every 30 days. The invoice shall clearly document in the remarks block when the Government is reimbursing the Contractor for testing

G.6 PAYMENT PROCEDURES

(a) All fees for the MSFU such as daily usage, relocation, mileage, intermittent water vehicle usage, optional equipment and miscellaneous charges or credits will be documented on Form 1276-C, Daily Shower Order/Invoice, and Form 1276-D, Daily Shower Order/Invoice Continuation Sheet. The Contractor shall certify on the last invoice that all miscellaneous charges and credits (from Form 1276-D) have been accounted for and documented on Contractor's invoices prior to leaving each incident.

(b) The Contractor and designated Government representative must print their names and also affix their signatures on Form 1276-C Daily Shower Order/Invoice, and 1276-D, Daily Shower Order/Invoice Continuation Sheet. The designated Government representative shall include title, work address and work phone number and the Contractor shall include title and phone number. Invoices not signed by the Contractor and Government representative will not be paid. The CO will designate, in writing, all Government representatives authorized to approve invoices.

SECTION G
CONTRACT ADMINISTRATION DATA

(c) The invoices shall be dispersed as follows:

(1) Original - The original of every invoice shall be submitted by the Contractor to the USDA, Forest Service Albuquerque Service Center, Incident Business-Contracts, 101B Sun Avenue NE Albuquerque, NM 87109, for payment.

(2) First Copy - The Contractor shall keep this copy for their personal records.

(3) Second Copy - The FACL shall keep this copy for their personal records.

(4) Third Copy - The Finance Section Chief shall keep this copy for the incident files.

(d) Payment shall be made upon receipt of proper invoices, and paid in accordance with the Prompt Payment Act (see FAR 52.232-25 (JAN 2017)).

(e) No payment shall be made under this contract for supplies or services not shown and priced in the Contractor's current Unit Summary.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

H.2 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful Offeror(s) is required. It will be scheduled at an agreed upon time in Boise, Idaho.

H.3 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel:

Provide list of Key Personnel as part of Exhibit L.1.

(b) During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.4 ON-SITE REPRESENTATIVE/EMPLOYEES

The Contractor's on-site Key Personnel and employees who need to address customer requests shall be fully conversant and literate in the English language and shall be in the work area whenever work is in progress.

H.5 WORKMANSHIP

All work under this Contract shall be performed in a safe and professional manner. The Incident Commander may order the release of any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Reference Attachment J.2). It will be left to the discretion of the COR 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 Contract, any employee found

SECTION H SPECIAL CONTRACT REQUIREMENTS

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 termination of this Contract.

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 DDP with a departure time from the Incident Command Post (ICP) no later than 12 hours or another time agreed to with the COR. The Contractor is required to 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, as agreed with the COR, 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.

H.6 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 or its employees 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 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's work performance or, (3) creates an intimidating, hostile, or offensive working environment.

H.7 COMMERCIAL FILMING OR VIDEOTAPING

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the U.S. Forest Service while on National Forest System lands.

Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander.

**SECTION I
CONTRACT CLAUSES**

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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): www.acquisition.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.202-1 Definitions (NOV 2013)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Sub-Contractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
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- 52.222-37 Employment Reports on Veterans (FEB 2016)
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- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
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- 52.232-11 Extras (APR 1984)
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- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
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- 52.246-25 Limitation of Liability-Services (FEB 1997)
- 52.247-21 Contractor Liability for Personal Injury and/or Property Damage
- 52.248-1 Value Engineering (OCT 2010)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

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- 452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)
- 452.237-75 Restrictions Against Disclosure (FEB 1988)

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I.2 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

*This Statement is for Information Only:
 It Is Not A Wage Determination.*

Employee Class	Monetary Wage--Fringe Benefits
Laborer	\$9.59
Truckdriver, Light	\$14.65
Truckdriver, Medium	\$16.28
Truckdriver, Heavy	\$18.03
Truckdriver, Tractor-Trailer	\$18.03

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one day of usage, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of 60 days;
- (2) Any order for a combination of items in excess of 90 days;
- (3) A series of orders from the same ordering office within 120 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

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(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 hours after issuance, with written notice stating the Contractor's intent not to provide the services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 REQUIREMENTS (FAR 52.216-21) (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2023.

I.6 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result

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of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

I.8 INSURANCE COVERAGE (AGAR 452.228-71) (NOV 1996) ALTERNATE I (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability.

(1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(2) The Contractor shall have property damage liability insurance shall be required in the amount of \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability

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insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

I.9 ECONOMIC PRICE ADJUSTMENTS

Contract mileage price adjustments applicable to each contract renewal period will be based on increases or decreases in the annual average percent changes to the Transportation Index found in Table 1 - Consumer Price Index for All Urban Consumers (CPI-U).

(a) The Mileage price will be adjusted as follows:

100% of the current mileage price multiplied by the annual average percent change for the previous 12 months in the CPI-U for the Transportation index.

For example: If the annual average percent change for the previous 12 months to CPI-U Transportation index = 4.2% with a current mileage rate of \$5.00.

$(\$5.00) \times 0.042 = \0.21 New adjusted rate: $\$5.00 + \$0.21 = \$5.21$

In the event that a substantial revision to the method of calculating an index is used by the Bureau of Labor Statistics, U.S. Department of Labor, or the index is discontinued, the Contracting Officer will select a comparable index prepared by the Bureau of Labor Statistics, U.S. Department of Labor, prepared at the request of the Contracting Officer.

The newly adjusted prices will become effective on January 1 of the calendar year in which the contract renewal is effective. The 12 month annual average percent change will begin with the October index of the previous calendar year and end with the September index of the calendar year immediately prior to the year in which the renewal is effective. For example, a price adjustment for calendar year 2017 would be based on the monthly percent changes beginning with October 2015 report and continue until the September 2016 report. The average of all 12 previously reported monthly percent changes for the 12 months ending in September will be computed.

I.10 GOVERNMENT LIABILITY

The Government shall not be liable for damages to Contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

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SECTION J - LIST OF ATTACHMENTS

- J.1 NWCG POTABLE WATER STANDARDS MARCH 2007
- J.1A SUPPLEMENTAL POTABLE WATER STANDARD
- J.2 HARASSMENT FREE WORKPLACE POLICY
- J.3 DAILY SHOWER ORDER/INVOICE, MOBILE SHOWER FACILITIES (1276-C & 1276-D)
- J.4 WAGE RATE DETERMINATION (1995-0221)
- J.5 MOBILE SHOWER FACILITY PERFORMANCE EVALUATION (1276-F & 1276-G)
- J.6 WORK ORDER AND NOTICE OF NONCOMPLIANCE (FS-6300-12)
- J.7 MOBILE SHOWER FACILITIES UNIT REQUEST FORM
- J.8 MOBILE SHOWER FACILITIES UNIT INSPECTION FORM
- J.9 DEFINITIONS

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J.1 POTABLE WATER STANDARDS

NWCG POTABLE WATER TANK SPECIFICATION (Revised 10/20/17)

Equipment Requirements

The potable water system, including filling hose and lines, pumps, tanks, and distributing pipes, shall be separate and distinct from other water systems.

Potable water tanks shall be:

(a) Used exclusively for drinking water. Do not use containers from non-food products. Do not use containers that have ever been previously used for gray water, toxic or bio-hazardous substances. (Reference: Code of Federal Regulations, Title 21, Section 129.40)

(b) Clearly and conspicuously labeled with the words "POTABLE" or "FOR DRINKING WATER USE ONLY" on both sides of the tank in lettering at least 4 inches in height. The capacity of the tank (in gallons) displayed on both sides of the tank or on both cab doors in lettering at least 2 inches in height. Name and address of Contractor shall appear on both sides of the tank or on both truck cab doors in lettering at least 2 inches in height. A seal or sticker provided by the State or local authority shall be affixed to the upper left quarter of the rear of the tank or other location if specified by the issuing agency and shall be visible at all times indicating that the tank has been inspected, certified and found to be in compliance with State requirements. If stickers are not provided by a State, a copy of the certificate or label shall be kept in the transport vehicle at all times. An annual inspection and certification of the tank by the local health authority is required. In addition, the carrier shall meet all laws and regulations for hauling on public roads. If the tank is part of the transport vehicle, then both the tank and vehicle shall meet State requirements, and the appropriate inspection and certification will be maintained for the vehicle. If the State does not do certification, then the hiring agency will be responsible for inspecting and ensuring the tank meets the requirements.

(c) Made of non-toxic, non-corrodible/nonabsorbent materials or coated with non-toxic coatings National Safety Foundation (NSF) International Standard 61 that can be adequately cleaned and sanitized. Examples are stainless steel, food contact plastics (polyethylene), and food contact epoxy coatings. Surfaces that come in contact with water shall be smooth, without pits, dents, or crimps that may hold contaminating matter and welds shall be of non-corrosive material.

Tank Construction

Tanks shall be constructed to the following requirements at a minimum and meet all State requirements for certification compliance if the State has these established:

Openings: Hatches and other openings shall be completely covered and sealed with tight fitting coverings, permanently mounted food-grade gaskets, and security locks. Water inlets and outlets shall be equipped with threaded or clamped caps, tethered to the ports with chain or cable. Inlet and outlet caps shall be in place on all fittings except when water is being discharged or loaded.

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Tank vents: Vents will be designed to prevent water contamination. Tanks shall be vented by a downward facing, or otherwise protected vent opening of a sufficient size to allow air to replace water as it is discharged. This opening shall be protected by an appropriate screen as required in the state that certifies the equipment. If a State does not certify the equipment, the screen shall be made from non-toxic, non-absorbent material at a minimum.

Drain: Each potable water tank shall provide a means of drainage and, if it is equipped with a manhole, overflow, vent, or a device for measuring depth of water, provision shall be made to prevent entrance into the tank of any contaminating substance. No deck or sanitary drain or pipe carrying non-potable water or liquid shall be permitted to pass through the tank. A bottom drain shall be provided to facilitate complete discharge of water during sanitation procedures.

Tank Filling Mechanisms

There shall be no backflow or cross connection between potable water systems and any other systems. Pipes and fittings conveying potable water to any fixture, apparatus, or equipment shall be installed in such a way to prevent backflow. Waste pipes from any part of the potable water system, including treatment devices, discharging to a drain, shall be suitably protected against backflow. Either of the following methods may be used:

- (1) An approved backflow prevention device complying with Uniform Plumbing Codes 603.3.1, 2, 3, 4, 5 and 8 such as acceptable double check valves on the direct filling connection to the tank. No connections shall be located between the tank and the check valve.
- (2) Overhead filling through a hatch opening at the top of the tank; the filling spout must not be allowed to intrude into the tank further than two diameters of the filling pipe above the highest water level that is possible when the tank is filled. If an overhead filler pipe is mounted on the vehicle, when not being used for filling, this pipe shall be capped at each end with threaded or clamped caps, and tethered to the fittings at the ends of the filler pipe.

Sanitary techniques must be observed in the water transfer operation. Care must be exercised to prevent foreign materials from entering the water. Since contamination could be present on the exterior surfaces of hoses or pipes, they must never be submerged in a receiving vessel. Adequate cleaning and sanitizing procedures shall be used on hauling vehicle(s) and associated equipment at the following times:

- (1) When the equipment is placed into service, or when it has been unused and stored in a sealed condition for a period of 4 weeks or more.
- (2) When the filled or empty tank has been exposed by open or unsealed cover caps or fittings to any condition of possible contamination of the tank or contents, including contact with dust, smoke, rain, or chemical substances.
- (3) When any fault or defect becomes apparent in the seals, vents, hatch doors, welds, valves, pipes, pumps, hoses or other equipment that may contaminate the water.
- (4) When bacterial analysis of the water indicates presence of coliform bacteria.

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Pumps

Pumps shall be made of food grade materials meeting NSF International Standard 61. Only potable/food grade water pumps which can be readily disassembled to demonstrate the condition of the impeller and impeller chamber shall be used. Internal pump water contact surfaces, including seals and bearings must be constructed from food grade materials or materials meeting NSF International Standard 61 and must be smooth, non-porous, and corrosion resistant. Lubricants must be food grade or a material meeting NSF International Standard 61. The Contractor shall have available at all times the manufacturer's product data sheet that demonstrates the materials in the pump housing are made of food grade material or states the pump is suitable for Domestic, Sanitary or Potable water use.

Note: Unacceptable Pumps: Any pump using non-food grade lubricant, seals or bearings; porous, pitted or corroded impellers or impeller chamber surfaces; cast iron pumps; petroleum lubricated pumps.

Hoses, Fittings, Valves and Similar Equipment

Hoses, Fittings, Valves and Similar Equipment shall have a smooth interior surface made of food-grade standard materials or materials meeting NSF International Standard 61; shall be kept clean, disinfected and operated or handled in a manner that prevents contamination; and capped or closed when not in use. Hoses shall be marked/labeled "potable water" and the use of galvanized pipes or fittings is prohibited. The ends of all hoses shall be provided with threaded or clamped caps. Such caps shall be in place when hoses are not in use. Hoses in storage compartments must also be capped.

Operational Requirements and Bacterial Testing

Hauled water is vulnerable to increased handling, diversity of source, variability in hauling equipment, and shall not be stored in the vehicle for a period greater than one week. All hauling equipment must be clean and in good condition. In addition, all water-contact surfaces in hauling and storage facilities shall be disinfected prior to use.

All equipment surfaces intended for potable water contact, including source fill point equipment, containers, caps, tanks, hoses, valves, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to effect and maintain sanitation of such surfaces. Procedures to be used are listed in Title 21, Code of Federal Regulations, Part 129.80. Disinfection needs to occur before being put in service, or when it has been unused and stored in a sealed condition after a period of 4 weeks or more, or after any food product has been hauled. Follow applicable State specifications/guidelines for disinfection of tanks either where the equipment was certified or to the standards where the equipment is going to be used if crossing state boundaries. When no applicable State specifications/guidelines for disinfection of tanks exist, at a minimum, the tank shall be thoroughly cleaned and disinfected. After 24 hours contact time with the disinfecting solution, the tank shall be drained and flushed with drinking water. Written procedures for equipment cleaning and sanitizing shall be maintained by the Contractor and shall be kept with the hauling vehicle at all times. These procedures shall include the names, amounts, and contact times of cleaning and sanitizing agents to be used. The frequency of equipment cleaning and sanitizing must be tracked in a log to be kept with the vehicle at all times. A copy of the Contractor's equipment cleaning and sanitizing procedures log shall be provided to the Contracting Officer or designated Government Representative upon request.

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At a minimum or when required by the local jurisdiction or State Law one microbiological test for total coliform shall be performed within 2 established business days of the time of arrival at the incident at a certified laboratory. Sampling by the contractor must be performed to industry standards and to the standards required by the designated laboratory. Where State-specific requirements have not been established, laboratory coliform test data must show that the water contains coliforms of less than 2.2 Most Probable Numbers (MPN)/100 ml (or "absence" if the presence/absence test is used). In addition, a test shall be performed on the first water load following any of the required sanitation procedures, whenever switching to a different water source and/or at least once every 30 days during months when water hauling is performed, and/or whenever such analysis is requested by state or local health authorities or Government representative. If the presence/absence (P&A) test for the coliform analysis is used, then only negative (absence) results are acceptable. If a sample tests positive (presence), the Contractor shall take out of service, investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated Government Representative at the Incident. If the test data shows that the water contains more than 2.2 MPN/100 ml, the Contractor shall immediately take out of service; investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated Government Representative at the Incident. The Contractor shall not haul water until the test shows that the water contains total coliform of less than 2.2 MPN/100 ml. Copies of the results of such tests shall be submitted to the Contracting Officer at the address indicated on the agreement or contract within seven calendar days after the end of the incident assignment. Test results shall clearly identify Contractor's name, address, and contract or agreement number on the report. Original laboratory test results shall be maintained by the Contractor and kept for at least 2 years pursuant to Title 21, Code of Federal Regulations, Part 129.80. Failure to comply with this requirement may result in the immediate cancellation or suspension of the Emergency Equipment Rental Agreement or contract for the current year. The Incident commander or designated Government Representative at the Incident with concurrence of the Contracting Officer will determine if/when the Contractor will be available for service.

Tank shall arrive empty for inspection unless requested otherwise by the incident.

Chlorine Residual: Contractors shall maintain a free chlorine residual level of 0.2 parts per million (ppm) up to 1.0 ppm at all times (1/3 cup of bleach that meets NSF standards to 1000 gallons water may achieve 1.0 ppm chlorine residual level). When residual levels drop below required levels the load shall be dumped and tank refilled.

Contractors shall have chlorine residual test kits available at all times and test for free chlorine residual levels when:

- (1) Loading drinking water for transport,
- (2) After adding any disinfectant, if the addition of disinfectant is necessary;
- (3) When unloading; and
- (4) Every 24 hours the water is in use (provide with daily use documentation).

Maintain records of activities on board the vehicle showing water source location, dates, and times of loading, unloading, chlorine residual test results, cleaning/sanitizing, and other operational items as deemed necessary. Copies of bacterial analysis test results and all agreements, contracts, licenses, etc. shall be maintained on board the vehicle at all times.

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Contractor will provide copies of these records to the Incident Commander or designated Government Representative.

Failure of the contractor to perform the required testing at the times specified is grounds for immediate termination of an agreement/contract.

Water Sources

The host incident unit will designate the water source.

Use only potable water from a permitted private or public (municipal or community system) drinking water supply. Filling must be accomplished using acceptable source water under pressure. Drafting of surface water is not allowed under any circumstances. The cost, if any, will be paid by the Government directly or by reimbursement to the potable water truck contractor. A copy of the billing statement from the owner of the water source to the contractor must be submitted to the Government if a contractor requests reimbursement.

Government or Contracting Agency Testing

The Government or contracting agency may, at its option, perform random testing. The contractor shall provide reasonable access to all potable water tanks and apparatuses to the Government or contracting agency.

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J.1A SUPPLEMENTAL POTABLE WATER STANDARDS FOR OTHER THAN POTABLE WATER TRUCKS IN WHICH NWCG STANDARDS J.1 APPLY

The Contactor shall perform and comply with all the provisions listed herein. Only properly constructed and fitted equipment dedicated for potable water shall be approved and used.

(a) Equipment Requirements

General Requirements

(Reference: Code of Federal Regulations, Title 21, Part 129.40):

All potable water contact equipment shall be suitable for its intended use and shall meet NWCG (Refer to Section J Exhibit J.1) standards including tanks, surfaces, hoses, pumps, valves, fittings, and lubricants. Samples for testing shall be obtained from the point of delivery such as, Sinks, Wash Basins, or Showerheads

(b) Other Equipment

Acceptable

Piping and Fittings: Food-grade plastic or acceptable metal (brass, aluminum, stainless steel, copper). No corroded steel, galvanized pipe or black pipe.

Canteen Filling Equipment: Must have effective backflow prevention (check valves), and dispensing spouts or hose bibs.

Miscellaneous Equipment: Potable water heaters, boilers, pressure tanks, and other equipment for operation of shower and kitchen units.

Unacceptable

Spray bars, fire hoses and nozzles, surface-water drafting equipment.

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J.2 HARASSMENT FREE WORKPLACE POLICY

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

The Government 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.

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J.3 DAILY SHOWER ORDER/INVOICE, MOBILE SHOWER FACILITIES

DAILY SHOWER ORDER/INVOICE MOBILE SHOWER FACILITIES		1. Paying Unit ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109				2. Contractor Name, Address TIN: DUNS:				3. Contractor Number		4. Invoice Date / /		5. Shower ID No.		6. Invoice No.	
		7. Incident Name				8. Job Code				9. Resource Order							
		10. Benefiting Unit, Region Agency				Request No.											
SHOWER FACILITIES UNIT DISPATCHED BY THE GOVERNMENT TO AN INCIDENT																	
11. Unit Description	12. Unit	13. Location		14. Mileage		15. Usage		16. Relocation Fee			17. *Transportation H ₂ O		18. *Intermittent Use		19. Totals		
				Miles	Price	Days	Price	Moves	Fee	Miles	Price	Miles	Price	Time	Price	For	Amount
Shower Facility		From			\$		\$									Mileage	\$
		To														Usage	\$
Water Vehicle Only		From										\$		\$		Reloc fee	\$
		To													Tran. H ₂ O	\$	
															Inter Use	\$	
OPTIONAL EQUIPMENT DISPATCHED BY GOVERNMENT TO AN INCIDENT																	
Unit Description	Unit	Location		Mileage		Usage		Relocation Fee			Transportation H ₂ O		Intermittent Use		Totals		
				Miles	Price	Days	Price	Moves	Fee	Miles	Price	Miles	Price	Time	Price	For	Amount
		From			\$		\$					\$				Mileage	\$
		To														Usage	\$
		From			\$		\$					\$				Tran. H ₂ O	\$
		To															\$
* Transporting Water and Intermittent Use Miles, Time and Rates from 1276-D															20. Miscellaneous Charges and Credits (Total From 1276-D)		\$
															21. Total Invoice Amount		\$
22. Remarks										23. I certify that the above mentioned services have been received (Government Representative) <i>Names (print and sign), Title, Work Address and Phone</i>							
										24. I certify this bill is correct and payment has not been received (Contractor Representative) <i>Name (print and sign), Title and Phone</i>							

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J.3 DAILY SHOWER ORDER/INVOICE, MOBILE SHOWER FACILITIES

DAILY SHOWER ORDER/INVOICE – MOBILE SHOWER FACILITIES (CONTINUATION SHEET)

Date		Government Representative				Contractor			Invoice No.	
Unit ID No. *	25. TRANSPORTING WATER					26. INTERMITTENT USE				
	Name of Locations		Odometer Readings		TOTAL MILES	Time (Military)		TOTAL TIME		
	From	To	Beginning	Ending		From	To			
									hr	min
									hr	min
									hr	min
									hr	min
									hr	min
									hr	min
									hr	min
									hr	min

*You may use a separate continuation sheet for each unit

TOTAL MILES Unit _____ Miles Unit _____ Miles **TOTAL TIME** _____ hr _____ min
 Unit _____ Miles Unit _____ Miles

27. MISCELLANEOUS CHARGES AND CREDITS			
<u>FUEL</u>	diesel	gas	propane
	Gallons	_____	\$ _____
<u>FUEL</u>	diesel	gas	propane
	Gallons	_____	\$ _____
<u>FUEL</u>	diesel	gas	propane
	Gallons	_____	\$ _____
	Number	_____	\$ _____
	Number	_____	\$ _____
Miscellaneous:	Amount	_____	\$ _____
_____		_____	\$ _____
_____		_____	\$ _____
_____		_____	\$ _____
_____		_____	\$ _____
TOTAL MISCELLANEOUS CHARGES AND CREDITS			\$ _____

28. I certify the charges and or credits are correct.	I certify the charges and or credits are correct.
_____ Date _____ Contractor	_____ Date _____ Government Representative

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J.4 WAGE RATE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director		Wage Determination No.: 1995-0221 Revision No.: 46 Date Of Last Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		19.80
Continental U.S.		19.80
Hawaii and American Samoa		19.56
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		27.95
Hawaii and American Samoa		18.56
Midwestern Region		22.05
Northeast Region		20.70
Southern Region		19.29
Western Region		22.32

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05220 - Motor Vehicle Mechanic Helper	
Alaska	20.21
Hawaii and American Samoa	14.29
Midwestern Region	14.30
Northeast Region	16.13
Southern Region	12.44
Western Region	15.12
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	16.79
Hawaii and American Samoa	16.76
Midwestern Region	14.07
Northeast Region	15.96
Southern Region	11.49
Western Region	17.52
07041 - Cook I	
Alaska	14.47
Hawaii and American Samoa	14.11
Midwestern Region	10.34
Northeast Region	12.91
Southern Region	9.84
Western Region	11.79
07042 - Cook II	
Alaska	16.67
Hawaii and American Samoa	15.76
Midwestern Region	11.66
Northeast Region	14.55
Southern Region	11.10
Western Region	13.29
07070 - Dishwasher	
Alaska	12.38
Hawaii and American Samoa	13.57
Midwestern Region	8.37
Northeast Region	8.97
Southern Region	8.70
Western Region	9.03
07130 - Food Service Worker	
Alaska	12.63
Hawaii and American Samoa	12.57
Midwestern Region	9.88
Northeast Region	11.84
Southern Region	9.35
Western Region	10.27
07210 - Meat Cutter	
Alaska	20.60
Hawaii and American Samoa	20.00
Midwestern Region	17.36
Northeast Region	20.21
Southern Region	14.49
Western Region	18.96
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	24.16
Continental U.S.	17.60
Hawaii and American Samoa	19.79

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21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	23.21
Hawaii and American Samoa	18.08
Midwestern Region	16.68
Northeast Region	16.29
Southern Region	13.80
Western Region	17.84
21150 - Stock Clerk	
Alaska	14.99
Hawaii and American Samoa	11.82
Midwestern Region	13.25
Northeast Region	13.07
Southern Region	12.69
Western Region	13.42
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	29.43
Continental U.S.	30.27
Hawaii and American Samoa	30.41
23022 - Aircraft Mechanic II	
Alaska	30.55
Continental U.S.	31.05
Hawaii and American Samoa	31.66
23023 - Aircraft Mechanic III	
Alaska	32.23
Continental U.S.	32.45
Hawaii and American Samoa	33.23
23040 - Aircraft Mechanic Helper	
Alaska	23.07
Continental U.S.	22.76
Hawaii and American Samoa	21.96
23060 - Aircraft Servicer	
Alaska	25.78
Continental U.S.	25.97
Hawaii and American Samoa	25.49
23160 - Electrician, Maintenance	
Alaska	33.22
Hawaii and American Samoa	28.63
Midwestern Region	24.94
Northeast Region	26.73
Southern Region	21.32
Western Region	25.47
23440 - Heavy Equipment Operator	
Alaska	27.17
Hawaii and American Samoa	19.33
Midwestern Region	22.05
Northeast Region	20.70
Southern Region	19.29
Western Region	22.31
23470 - Laborer	
Alaska	16.49
Hawaii and American Samoa	16.01
Midwestern Region	13.42
Northeast Region	13.53

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Southern Region	10.92
Western Region	12.67
23530 - Machinery Maintenance Mechanic	
Alaska	31.00
Hawaii and American Samoa	30.59
Midwestern Region	19.12
Northeast Region	20.00
Southern Region	15.15
Western Region	18.97
23580 - Maintenance Trades Helper	
Alaska	22.66
Hawaii and American Samoa	17.48
Midwestern Region	18.00
Northeast Region	16.81
Southern Region	15.14
Western Region	15.62
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	12.56
Hawaii and American Samoa	10.23
Midwestern Region	8.19
Northeast Region	8.63
Southern Region	8.19
Western Region	8.63
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	24.31
Hawaii and American Samoa	23.12
Mid Western Region	21.60
Northeast Region	19.99
Southern Region	21.97
Western Region	20.54
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	22.80
Hawaii and American Samoa	14.81
Midwestern Region: 1 1/2 to 4 tons	18.79
Midwestern Region: over 4 tons	19.65
Midwestern Region: under 1 1/2 tons	14.06
Northeast Region: 1 1/2 to 4 tons	19.26
Northeast Region: over 4 tons	20.10
Northeast Region: under 1 1/2 tons	14.94
Southern Region: 1 1/2 to 4 tons	17.15
Southern Region: over 4 tons	17.80
Southern Region: under 1 1/2 tons	9.56
Western Region: 1 1/2 to 4 tons	17.69
Western Region: over 4 tons	18.19
Western Region: under 1 1/2 tons	11.13
31361 - Truckdriver, Light	
Alaska	21.34
Hawaii and American Samoa	11.68
Midwestern Region	14.06
Northeast Region	14.94
Southern Region	9.56
Western Region	11.13

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31362 - Truckdriver, Medium	
Alaska	23.11
Hawaii and American Samoa	14.79
Midwestern Region	18.79
Northeast Region	19.26
Southern Region	17.10
Western Region	17.69
31363 - Truckdriver, Heavy	
Alaska	24.42
Hawaii and American Samoa	16.15
Midwestern Region	19.65
Northeast Region	20.10
Southern Region	17.80
Western Region	18.85
31364 - Truckdriver, Tractor-Trailer	
Alaska	25.72
Hawaii and American Samoa	16.35
Midwestern Region	23.35
Northeast Region	20.23
Southern Region	18.70
Western Region	19.24
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	16.60
Hawaii and American Samoa	15.76
Midwestern Region	11.66
Northeast Region	14.55
Southern Region	11.09
Western Region	13.29
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	20.63
Hawaii and American Samoa	21.20
Midwestern Region	18.57
Northeast Region	19.62
Southern Region	20.34
Western Region	18.71
(not set) - Quality Assurance Representative II	
Alaska	26.99
Hawaii and American Samoa	25.20
Midwestern Region	22.91
Northeast Region	24.35
Southern Region	21.52
Western Region	22.68
(not set) - Quality Assurance Representative III	
Alaska	28.72
Hawaii and American Samoa	27.42
Midwestern Region	26.97
Northeast Region	28.66
Southern Region	25.44
Western Region	27.20
(not set) - Chief Cook	
Alaska	22.05
Hawaii and American Samoa	26.43
Midwestern Region	19.44

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Northeast Region	23.54
Southern Region	17.82
Western Region	21.65
(not set) - Environmental Protection Specialist	
Alaska	34.78
Hawaii and American Samoa	32.17
Midwestern Region	29.26
Northeast Region	35.09
Southern Region	29.80
Western Region	30.81
(not set) - Fire Safety Professional	
Alaska	34.76
Hawaii and American Samoa	32.21
Midwestern Region	29.26
Northeast Region	35.09
Southern Region	29.80
Western Region	30.81
(not set) - Aircraft Quality Control Inspector	
Alaska	30.78
Continental U.S.	31.64
Hawaii and American Samoa	31.82
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	12.19
Hawaii and American Samoa	11.27
Midwestern Region	10.41
Northeast Region	11.89
Southern Region	8.19
Western Region	10.14

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 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

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contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 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): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month 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 \$4.48 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month 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 \$4.18 per hour.*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**** 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 re-grading 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:

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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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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.

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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 ensure 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 programs; (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

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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.

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**J.5 INTERAGENCY MOBILE SHOWER FACILITIES PERFORMANCE EVALUATION (1276-F)
 (REFERENCE: FAR 42.15)**

Contractor: _____ Unit No: _____	Contract No: _____ Incident Name: _____ Inclusive Dates: _____
-----------------------------------------	----------------------------------------------------------------------

Ratings: Summarize Contractor performance and circle in the column on the right the adjectival rating (as defined on page 3 of this form) that corresponds to the performance rating for each rating category. The rating official must provide comments supporting each adjectival rating assigned.

Quality of Services/ Equipment	Comments:	Exceptional
		Very Good
		Satisfactory
		Marginal
		Unsatisfactory
Schedule: Timeliness of Performance	Comments:	Exceptional
		Very Good
		Satisfactory
		Marginal
		Unsatisfactory
Business Relations: Working With Government and Other Contractors	Comments:	Exceptional
		Very Good
		Satisfactory
		Marginal
		Unsatisfactory

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**J.5 INTERAGENCY MOBILE SHOWER FACILITIES PERFORMANCE EVALUATION (1276-F) –
 (CONTINUATION SHEET)**

Contractor: _____ Unit No: _____	Contract No: _____ Incident Name: _____ Inclusive Dates: _____
Key Personnel Performance: Name:	Comments:
Name:	Comments:
Name:	Comments:
Given the choice, would you select this Contractor again? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain.	
Rating Official Name/Title: _____ Signature: _____ Phone Number: _____ Date: _____ E-Mail Address: _____	
Contractor Representative Name/Title: _____ Signature: _____ Phone Number: _____ Date: _____	

Form 1276-G (8/12)

Any Contractor comments regarding this performance evaluation must be submitted, in writing, to the Contracting Officer within 30 days of receipt by the Contractor’s Representative.

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**Evaluation Ratings Definitions
 Reference FAR 42.1503, Table 42-1**

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub- element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	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.
Very Good	Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub- element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor was effective.	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.
Satisfactory	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.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub- element being evaluated 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.	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 report or letter).
Unsatisfactory	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.	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).

NOTE 1: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

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J.6 WORK ORDER AND NOTICE OF NONCOMPLIANCE

USDA-FOREST SERVICE WORK ORDER AND NOTICE OF NONCOMPLIANCE (Reference FSH 6309.11)	CONTRACT NUMBER: PROJECT: NAME AND ADDRESS OF CONTRACTOR:
<input type="checkbox"/> WORK ORDER <input type="checkbox"/> NOTICE OF NONCOMPLIANCE	
WORK ORDER or NOTICE NO:	DATE ISSUED

- You are directed to perform the following work in connection with contract with no adjustment in contract time or price(s):

- You are advised that the following work being performed or material being supplied or installed does not conform to the contract requirements and may result in rejection.

 This work is included in the contract as referenced below:

SIGNATURE	TITLE
-----------	-------

ACKNOWLEDGEMENT -- PLEASE ACKNOWLEDGE RECEIPT OF THIS NOTICE BY RETURNING _____ COPIES SIGNED IN THE SPACE BELOW:

Date _____ (mm/dd/yyyy) _____ Contractor

By _____

Title

**SECTION J
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J.7 MOBILE FOOD & SHOWER SERVICE REQUEST FORM

Incident Name: _____ Financial Code: _____
Resource Order #: _____ Food Service Request E #: _____
Shower Unit Request E #: _____

I. FOOD SERVICE: Requested Date, Time, Meal Types, and Number of Meals

Date of first meal: _____ Time of first meal: _____

Estimated number for the first three meals:

1 st meal: _____	<input type="checkbox"/> Hot Breakfast	<input type="checkbox"/> Sack Lunch	<input type="checkbox"/> Dinner
2 nd meal: _____	<input type="checkbox"/> Hot Breakfast	<input type="checkbox"/> Sack Lunch	<input type="checkbox"/> Dinner
3 rd meal: _____	<input type="checkbox"/> Hot Breakfast	<input type="checkbox"/> Sack Lunch	<input type="checkbox"/> Dinner

This Block for National Interagency Coordination Center Use Only

Actual agreed upon Date/Time first meals are to be served: Date: _____ Time: _____

(Minimum guaranteed payment is based on these estimates, see Section G.2.2):

1 st meal: _____	<input type="checkbox"/> Hot Breakfast	<input type="checkbox"/> Sack Lunches	<input type="checkbox"/> Dinner
2 nd meal: _____	<input type="checkbox"/> Hot Breakfast	<input type="checkbox"/> Sack Lunches	<input type="checkbox"/> Dinner
3 rd meal: _____	<input type="checkbox"/> Hot Breakfast	<input type="checkbox"/> Sack Lunches	<input type="checkbox"/> Dinner

II. Location

Reporting location: _____

Contact person at the Incident: _____

III. Additional Information

Spike Camps: Yes _____ No _____ Unknown _____

Estimated Duration of Incident: _____ Estimated Personnel at Peak: _____

Dispatch Contact: _____ Telephone Number: _____

IV. SHOWER SERVICE: Requested Date and Time Mobile Shower Unit is needed

Date Requested: _____ Time Requested: _____

Mobile Shower Unit type ordered: Large (12+ stalls) Small (8-11 stalls)

This Block for National Interagency Coordination Center Use Only

Actual agreed upon Date/Time Mobile Shower Unit to be operational: Date: _____ Time: _____

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J.8 MOBILE SHOWER FACILITIES UNIT INSPECTION FORM

Contractor: _____ **Unit Number:** _____ **Contract Number:** _____
Date of Inspection: _____ **Incident:** _____ **Inspector Name:** _____

Performance Item	Performance Standard	Pass/Fail or Needs Improvement
C.2 (b) (5) Timely arrival and set-up	Delivery of MSFU meets agreed upon schedule with NICC.	
C.1 (d) Supplies	Supplies meet operational needs of the MSFU and are available at all times.	
C.1 (e) (2) Equipment	Equipment is safe, in good working condition and meets operational needs of incident. Equipment failures are corrected within 24 hours.	
C.1 (e) (5) Showering	Maintains continuous showering operation and specified operational hours are posted at entrance.	
C.1 (e) (5) Key Personnel	Key Personnel are at the incident at all times.	
C.1 (e) (6) Waste Products	Trash in and around MSFU is picked up and disposed of at all times.	
C.1 (e) (7) Dust Control	Dust control is provided when needed around waiting areas and wash basins.	
C.1 (e) (8) Employee Identification	Employees are wearing name tags and other easily visible identification at all times.	
C.1 (e) (11) Administration	Contractor has copies of the contract, modifications, invoices, past performance evaluations, QCP&SP and are provided to Government when requested.	
C.1 (e) (12) Potable Water Standards	Compliance with NWCG Potable Water Standards.	
C.3 (a) (8) Water Pressure/Flow	20 psi and 2 gpm flow rate are maintained at all times at each showerhead.	
C.3 (a) (8), C.3.(c) (3) Continuous Hot Water	Water temperature at showerheads and wash basins are capable of adjusting to 110°F.	
C.3 (a) (9) Unit Preserves Water Quality	No galvanized pipes, fittings, fixtures or other galvanized material in the MSFU are present.	
C.3.(a).(18) Potable Water Storage Tank	The use of bladder bags is prohibited	
C.3.(c) Wash basins	Wash Basins meet minimum requirements and meets Contractor's equipment proposal incorporated into the Contractor's contract.	
C.3.(d) Dressing Area	Dressing area meets minimum requirements and meets Contractor's equipment proposal incorporated into the Contractor's contract.	
C.3.(e) Potable Water Vehicle	Potable Water Vehicle meets minimum requirements and meets Contractor's equipment proposal incorporated into the Contractor's contract.	
C.3.(f) Sanitation	MSFU is sanitized twice daily during non-peak periods.	
C.3.(g) Additional Safety Equipment	Compliant with OSHA standards and oil spill containment measures.	
C.1.(e).(11) Quality Control	Contractor is providing an acceptable inspection system and results are available to the Government during performance period. Acceptable performance level is maintained at all times.	

Narrative Comments

Government Representative		Contractor's Representative	
Signature: _____	Title: _____	Signature: _____	Title: _____

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J.9 DEFINITIONS

Bio-Based Products. A renewable product, made from plant or animal material that breaks down easily in the environment.

Bio-Preferred Products. Implemented through the Farm Security and Rural Investment Act (FSRIA) of 2002 and includes two provisions that helped launch Bio-Preferred. The provisions included: 1) a mandate to the U.S. Department of Agriculture to develop and implement a comprehensive program for designating Bio-Based products and 2) a directive to all Federal Agencies to increase their purchase and use of "preferred" products.

Bladder Bags. A Gray Water storage container constructed of sturdy blue or grey 30-oz. polyester fabric-based membrane with a PVC coating.

Company's Headquarters. The Company's regular operating physical address. The address listed by each Offeror in block 15A on Standard Form 33.

Contiguous Western States. For the purposes of this contract, refers to those states that comprise the following Geographic Areas as described in "Ordering Channels," Chapter 10 of the National Mobilization Guide; Northwest, Northern California, Southern California, Great Basin, Southwest, Rocky Mountain and Northern Rockies; and **does not include** those states comprising the Eastern, Southern and Alaska Geographic Areas.

Contracting Officer (CO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contractor's Safety Plan. Actions specified by a Contractor to ensure employees and public safety while at an incident. The method the Contractor uses to adhere to Occupational Safety and Health Administration requirements and oversight of Work/Rest guidelines.

Contractor's Quality Control Plan. Actions specified by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. The methods for inspecting for quality control are described in the Contractor's Quality Control Plan (QCP).

Contractor's Unit Summary. Contains Contractor's equipment and pricing information provided in Section B – Schedule of Items.

Contracting Officer's Representative (COR). The on-site contract administrator for the Contracting Officer. The duties and responsibilities of the COR are defined in the written letter of designation issued by the Contracting Officer.

Designated Dispatch Point (DDP). This is the address where the unit must be physically located, and dispatched from, during the Mandatory Availability Period.

Economic Price Adjustment (EPA). Contract mileage price adjustments applicable to each contract renewal period which is based on increases or decreases in the annual average percent change to the Transportation Index found in Table 1 - Consumer Price Index for All Urban Consumers (CPI-U).

Facilities Unit Leader (FACL). This unit leader is responsible for the layout and operation of incident facilities (Base, Camp(s), and Incident Command Post). The FACL manages base and camp(s) operations. Serves as a MSFU Contract Inspector.

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Federal Wildland Fire Agencies. Forest Service, Bureau of Land Management, Fish & Wildlife Service, National Park Service and Bureau of Indian Affairs are defined as the Federal Wildland Fire Agencies for the purposes of this contact.

Food Grade Materials. Food Grade Material examples. This list is not all inclusive: Glass filled Noryl, Polyphenylene, Fiberglass-Reinforced Thermoplastic, Polystyrenes, Polycarbonates, Vinyl Chloride, Polypropylene, Ryton[®], Nylon, Glass filled Polycarbonate Sulfide, Neoprene Compound, Engineered Polymer, Thermoplastics, Stainless Steel, Copper, Aluminum, Brass, Gold, Silver, Ceramic carbon, Viton[®] Elastomers, Santoprene[™], EPDM Elastomers, Silicon Carbide, Tungsten Carbide.

Key Personnel. An individual who is designated by the Contractor and approved by the CO. Key Personnel (specified in Section H.3) have the authority to prepare invoices, receive notices and institute corrective measures on any deficiencies.

Large Capacity Shower Unit. Large capacity shower units shall have no less than twelve (12) showerheads.

Logistics Section Chief (LSC). Serves as both the Services and Support Branch Director on an Incident Management Team.

Mandatory Availability Period (MAP). Period of time in which the Mobile Shower Facilities Unit and Contractor's personnel must be physically located at their DDP available for dispatch.

Mobile Shower Facility Unit (MSFU). All equipment (including peripheral equipment) that comprises a complete MSFU.

National Interagency Coordination Center (NICC). The National Interagency Coordination Center (NICC) is the focal point for coordinating the mobilization of resources for wildland fire and other incidents throughout the United States. NICC is the designated ordering office for all orders under the National Mobile Shower Facilities Unit Contract(s).

National Mobile Shower Facilities Unit Contractor. A business that has been awarded a National Mobile Shower Facilities Unit contract from this solicitation through the U.S. Forest Service, National Interagency Fire Center, Incident Support Branch.

Non-National Mobile Shower Facilities Unit Contractor. Any business that was not awarded a National Mobile Shower Facilities Unit contract from this solicitation through the U.S. Forest Service, National Interagency Fire Center, Incident Support Branch. These Units are on a Call When Needed (CWN) basis and are used only when NICC is unable to fill an order with a National Mobile Shower Facilities Unit Contractor.

Small Capacity Shower Unit. Small capacity units shall have no less than eight (8) and no more than eleven (11) showerheads.

Quality Assurance (QA). The Government performs Quality Assurance inspections. Quality Assurance means "the various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity." QA inspections are random and test the Contractor's work to monitor or validate the Contractor's quality control inspection and testing.

Uniform Plumbing Code (UPC). Regulation governing the residential or commercial installation of plumbing components.