



OFFEROR'S COPY

(Ref. 48 CFR 1)

Issuing Office:

U.S. Forest Service, Contracting
National Interagency Fire Center
3833 S Development Ave, MS 1100
Boise, ID 83705-5354

Offers Are Solicited For:

National Type 2 Crews – T2C - BPA

Solicitation No:

1202SC21Q0001

Issued Date:

1/28/2021

This solicitation can be downloaded from the following Internet site: <https://beta.sam.gov/>

IMPORTANT – NOTICE TO OFFEROR

This solicitation will result in multiple award Blanket Purchase Agreement(s) (BPA) for National Type 2 firefighter crews. Please review each section in detail to ensure the required documentation is submitted.

Offers are due on February 24, 2021 @ 2:00 PM Mountain Time.

REFERENCE SECTION E.2 - INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS FOR FURTHER INFORMATION:

- The offeror shall submit the following items in response to this solicitation:

- a. SF-1449, **block 17a and blocks 30a-30c**: Complete, date, and sign.
- b. Fill in the appropriate information requested for Section B.5.
- c. Provide a quote in the format and appropriate number of copies as required by Section E.2 of the solicitation.
- d. Provide your responses to Sections E.4 and E.9 of the solicitation.

THE SOLICITATION PACKAGE SHALL BE SUBMITTED BY EMAIL IN THE FOLLOWING FORMAT:

TO: **TYPE 2 CREW** by email to: 1202SC2.ve133z1inxpan6z7@u.box.com

Email Subject Line: Solicitation 1202SC21Q0001-Company Name-T2C-Submittal Date

Mandatory Document Labeling: Company Name – T2C – Business or Technical – Submittal Date

No facsimile (FAX) or hard copy mailed offers will be accepted.

Offerors may contact Bryce Pitchford for information about this solicitation at bryce.pitchford@usda.gov or 208-387-5231.

NOTE: An approved Quality Control/Safety/Training Plan shall be submitted within 30 days from award of an agreement. Ability to perform under this agreement is not allowable until approval is received from the Contracting Officer.

“The policy of the United States Department of Agriculture Forest Service prohibits discrimination on the basis of race, color, national origin, age, religion, sex, disability, family status, and/or political affiliation.” Persons believing they have been discriminated against in any Forest Service-related activity should write to: Chief, Forest Service, USDA, P.O. Box 96090, Washington, DC 20090-6090.

TABLE OF CONTENTS

SECTION A - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

STANDARD FORM SF-1449..... 1

SECTION B – SCHEDULE OF SUPPLIES/SERVICES..... 2

B.1 GENERAL INFORMATION TYPE 2 FIREFIGHTER CREWS 2

B.2 OPTIONAL ITEMS TYPE 2 CREWS..... 2

B.3 HOST UNIT COORDINATION CENTER(S) (HUCC) TYPE 2 CREW LOCATIONS..... 3

B.4 MAP OF DESIGNATED DISPATCH POINTS TYPE 2 CREWS..... 4

B.5 SCHEDULE OF ITEMS..... 5

SECTION C – CONTRACT CLAUSES 7

C.1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.212-4) (Deviation 2017-1) (OCT 2018)..... 7

C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (DEVIATION 2017-1, APR 2020) (JAN 2021) 12

C.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)..... 21

C.4 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991) 21

C.5 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998) ... 22

C.6 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70) (FEB 1988)..... 22

C.7 INSURANCE COVERAGE (AGAR 452.228-71) (NOV 1996) 23

C.8 USE OF PREMISES (AGAR 452.236-72) (NOV 1996) 23

C.9 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)..... 24

C.10 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988) 24

C.11 AGREEMENT PERIOD..... 24

C.12 AGREEMENT CANCELLATION 25

C.13 ASSIGNMENT OF CLAIMS..... 25

C.14 CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS 25

C.15 CLAIM SETTLEMENT AUTHORITY 27

C.16 COMMERCIAL FILMING OR VIDEOTAPING 27

C.17 DELIVERY TICKETS (RESOURCE ORDER)..... 27

C.18 EMPLOYMENT OF ELIGIBLE WORKERS 28

C.19 EXTENT OF OBLIGATION..... 33

C.20 FOREST SERVICE HARASSMENT FREE WORKPLACE POLICY 33

C.21 GOVERNMENT LIABILITY..... 34

C.22 INCIDENT BEHAVIOR 34

C.23 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM 35

C.24 ORDERING..... 36

C.25 PAYMENT PROCEDURES..... 40

C.26 PERSONNEL CONDUCT 48

C.27 SPECIAL REQUIREMENTS FOR LABOR INTENSIVE CONTRACTS 48

C.28 WORKMANSHIP 49

SECTION D - LIST OF EXHIBITS 50

EXHIBIT D.1 SPECIFICATIONS / STATEMENT OF WORK..... 51

EXHIBIT D.2 DEFINITIONS FOR TYPE 2 FIREFIGHTER CREWS 68

EXHIBIT D.3 HANDCREW MANIFEST FORM..... 72

EXHIBIT D.4 HANDCREW INSPECTION FORM Page 1 OF 4..... 74

EXHIBIT D.5 EMERGENCY EQUIPMENT – USE INVOICE (OF-286)..... 78

EXHIBIT D.6 NATIONAL TYPE 2 & 2-IA CREW PERFORMANCE EVALUATION FORM 80

TABLE OF CONTENTS

EXHIBIT D.7 ENGLISH LANGUAGE PROFICIENCY EVALUATION..... 82
EXHIBIT D.8 WAGE DETERMINATIONS..... 85
EXHIBIT D.9 KEY PERSONNEL RESUME TEMPLATE 95
EXHIBIT D.10 QUALITY CONTROL/TRAINING/SAFETY PLAN..... 97
SECTION E – SOLICITATION PROVISIONS 98
E.1 GENERAL INFORMATION – TYPE 2 FIREFIGHTER CREWS..... 98
**E.2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FAR 52.212-1 (JUNE 2020))
(TAILORED) 99**
E.3 EVALUATION – COMMERCIAL ITEMS (FAR 52.212-2) (OCT 2014)(TAILORED) 105
**E.4 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR
52.212-3) (JAN 2021) 107**
**E.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB
1998)..... 125**
E.6 INQUIRIES (AGAR 452.204-70) (FEB 1988)..... 125
E.7 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70) (SEP 2001).... 125
E.8 PRE-BID/PRE-PROPOSAL CONFERENCE (452.237-71) (FEB 1988)..... 125
E.9 EMPLOYMENT OF ELIGIBLE WORKERS – WORKFORCE CERTIFICATION..... 127

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 127
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 1202SC21Q0001	6. SOLICITATION ISSUE DATE 1/28/2021	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME BRYCE N. PITCHFORD		b. TELEPHONE NUMBER (No collect calls) (208) 387-5231	8. OFFER DUE DATE/ LOCAL TIME 2/24/2021 2:00 PM MDT	
9. ISSUED BY		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR:		
U.S. FOREST SERVICE, CONTRACTING NATIONAL INTERAGENCY FIRE CENTER OWYHEE BUILDING – MS 1100 3833 S DEVELOPMENT AVE BOISE, ID 83705-5354		<input checked="" type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM		NAICS: 115310
		<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)		
		<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> 8 (A)		SIZE STANDARD: \$20.5 Million
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING
15. DELIVER TO		CODE	16. ADMINISTERED BY		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
			See Block 9		
17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE
			SEE SECTION C.25.1 (I) FOR PAYMENT OFFICES		
TELEPHONE NO. _____ NINE-DIGIT DUNS NO. _____		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	SEE SECTION B (ATTACHED) NATIONAL TYPE 2 FIREFIGHTER CREWS				24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNED (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
			BRYCE N. PITCHFORD (208) 387-5231		
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE			STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212		

SECTION B – SCHEDULE OF SUPPLIES/SERVICES

B.1 GENERAL INFORMATION TYPE 2 FIREFIGHTER CREWS

The intent of this agreement is to provide the services of commercially available Type 2 qualified wildland firefighter crews, hereafter referred to as Type 2 Crews (T2C), on a nation-wide basis, for fire suppression activities, All-Hazard incidents, and Severity/Preparedness assignments. The Contractors fixed-price hourly rates shall include, but are not limited to, all labor, equipment, materials, State and Federal taxes, including workman’s compensation costs, insurance coverage, non-compensable transportation costs, overhead, and profit. The Contractor is responsible for furnishing and managing all equipment, materials, supplies, transportation, lodging, and trained/certified personnel necessary to meet the agreement specifications as identified in Exhibit D.1. Pricing/Terms for subsequent years will be requested annually through an updated solicitation posted to beta.sam.gov. The effective period of the resultant BPA(s) will be from date of award through 31 December 2025 with annual reviews happening around December of every year.

The T2C crews are to be utilized for assignments that involve the protection and management of public lands. The categories of work contemplated under this agreement include wildland fire preparedness, pre-suppression assignments, fire suppression activities, large fire support, and All-Hazard incidents that are managed using the Incident Command System (ICS).

B.2 OPTIONAL ITEMS TYPE 2 CREWS

Federal Agencies listed in Section C.24 (a) may order, in accordance with Agency policies and procedures, the Optional Item identified in the Schedule of Items/Crew Summary of the awarded crew agreement (the contractor is not required to supply these items if not listed in their Schedule). Optional Items may only be ordered if required at the same incident where the crew is assigned and in direct support of the work being performed by that crew. All authorized orders for Optional Items must be documented on a Resource Order and are subject to the delivery requirements as stated therein.

Only the following Optional Item as identified in the awarded Schedule of Items may be ordered through any agreement resulting from this solicitation:

- Leaf Blower

The Government will not accept any new/additional proposals from Contractors for Optional Items and Contractors will not be allowed to “sell” other Optional Items at fires/incidents. At no time shall any Government official order Optional Items such as engines, trucks, vans, 4X4 vehicles, faller modules, and any other ICS position not listed in this agreement.

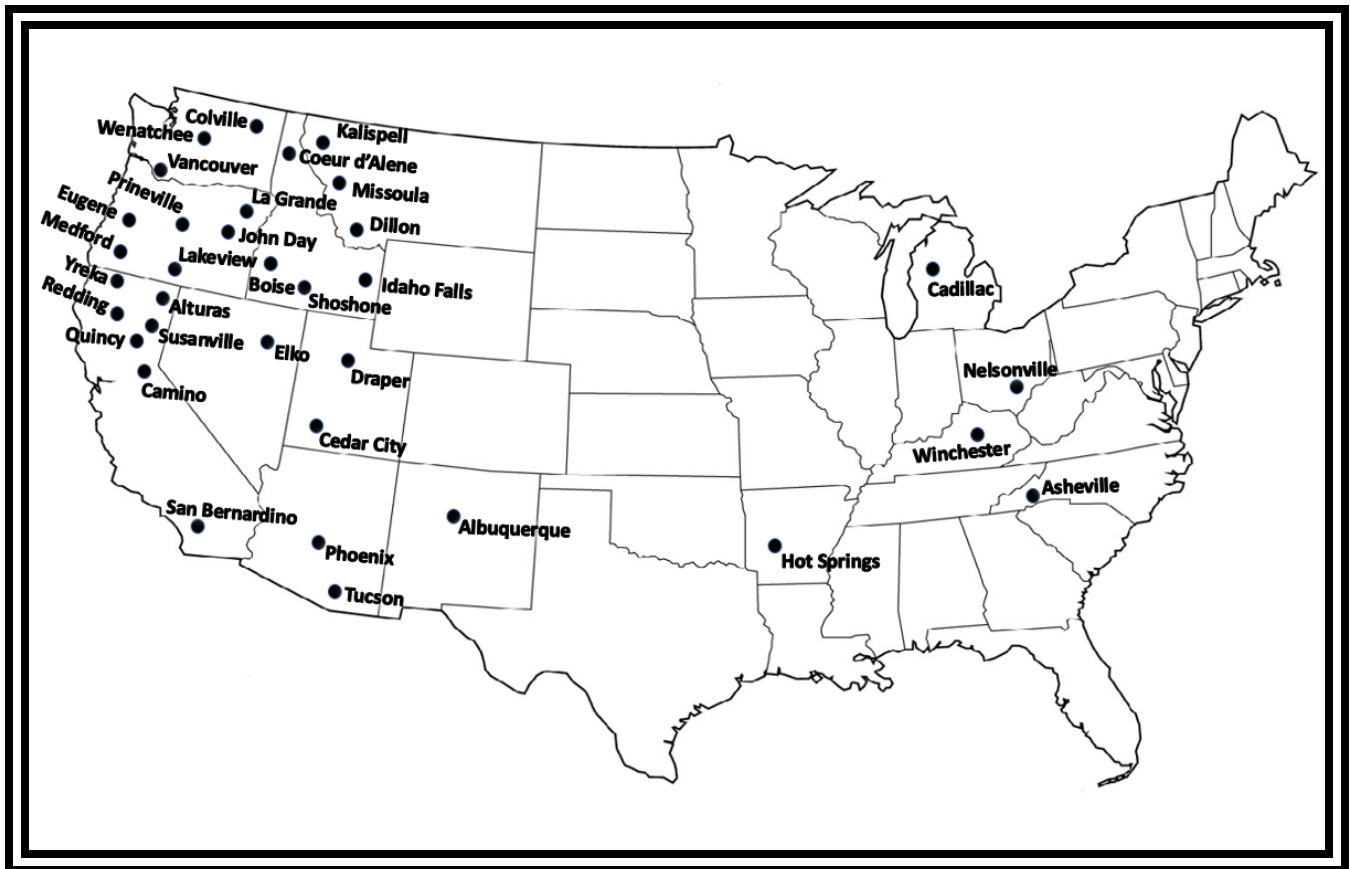
B.3 HOST UNIT COORDINATION CENTER(S) (HUCC) TYPE 2 CREW LOCATIONS

Any dispatch center listed below will be considered as a Host Dispatch Center. Crews shall be located within 100 miles from their Host Dispatch Center. For purposes of establishing the Designated Dispatch Point (DDP), the maximum distance is based on the physical address of the HUCC as the starting point to the physical address of each DDP and shall be within the specified air miles listed for each contract line item.

SCHEDULE OF ITEMS NATIONAL TYPE 2 FIREFIGHTER CREW SERVICES		
CLIN	CREW #	HOST UNIT COORDINATION CENTER
NORTHERN ROCKIES, USFS REGION 1		
0001	TBD	ID-CDC, Coeur d'Alene, ID
0002	TBD	MT-DDC, Dillon, MT
0003	TBD	MT-KIC, Kalispell, MT
0004	TBD	MT-MDC, Missoula, MT
SOUTHWEST, USFS REGION 3		
0005	TBD	AZ-PHC, Phoenix, AZ
0006	TBD	AZ-TDC, Tucson, AZ
0007	TBD	NM-ABC, Albuquerque, NM
GREAT BASIN, USFS REGION 4		
0008	TBD	ID-BDC, Boise, ID
0009	TBD	ID-EIC, Idaho Falls, ID
0010	TBD	ID-SCC, Shoshone, ID
0011	TBD	NV-EIC, Elko, NV
0012	TBD	UT-CDC, Cedar City, UT
0013	TBD	UT-NUC, Draper, UT
PACIFIC SOUTHWEST, USFS REGION 5		
0014	TBD	CA-MICC, Alturas, CA
0015	TBD	CA-CICC, Camino, CA
0016	TBD	CA-RICC, Redding, CA
0017	TBD	CA-SBCC, San Bernardino, CA
0018	TBD	CA-SIFC, Susanville, CA
0019	TBD	CA-PNFC, Quincy, CA
0020	TBD	CA-YICC, Yreka, CA
PACIFIC NORTHWEST, USFS REGION 6		
0021	TBD	OR-EIC, Eugene, OR
0022	TBD	OR-BMC, La Grande, OR
0023	TBD	OR-JDCC, John Day, OR
0024	TBD	OR-LFC, Lakeview, OR
0025	TBD	OR-RVC, Medford, OR
0026	TBD	OR-COC, Prineville, OR
0027	TBD	WA-NEC, Colville, WA
0028	TBD	WA-CWC, Wenatchee, WA
0029	TBD	WA-CCC, Vancouver, WA

CLIN	CREW #	HOST UNIT COORDINATION CENTER
SOUTHERN, USFS REGION 8		
0030	TBD	NC-NCC, Asheville, NC
0031	TBD	AR-AOC, Hot Springs, AR
0032	TBD	KY-KICC, Winchester, KY
EASTERN, USFS REGION 9		
0033	TBD	OH-OIC, Nelsonville, OH
0034	TBD	MI-MIDC, Cadillac, MI

B.4 MAP OF DESIGNATED DISPATCH POINTS TYPE 2 CREWS



* This map is provided only as a general visual representation of where crews are hosted.

B.5 SCHEDULE OF ITEMS

B.5.1 SCHEDULE OF ITEMS – TYPE 2 FIREFIGHTER CREW RATES*

*(Information provided in Section B.5.1, B.5.2, B.5.3 and B.5.4 will be incorporated into the agreement as a crew summary)

Offeror Company Name: _____

Contact Name: _____ DDP Address: _____

Phone: _____

E-Mail: _____

Offerors are required to completely fill out a copy of this form for each CLIN/T2C offered. A single crew can only be offered at one HUCC.

Note: Pricing for subsequent years will be requested annually through an updated solicitation posted to beta.sam.gov.

Crew Pricing

Base Period (2021) Rate per Person per Hour: \$ _____

B.5.2 OPTIONAL ITEM RATES TYPE 2 FIREFIGHTER CREW

Offerors are not required to provide rates for Optional Items. All Optional Item rates proposed on this form shall apply to all crews and all CLINs proposed. See Section B.2 Optional Items Type 2 Crews.

Optional Item Pricing

(These prices are for any orders over and above the required minimum quantities for these items listed in table D.1 Required Hand Tools).

Leaf Blower Rate per Day: \$ _____

B.5.3 OFFEROR CAPABILITY TYPE 2 FIREFIGHTER CREW

Contractors offering crews for more than one CLIN must indicate the maximum number of crews they can provide. Offeror may be considered for award up to, but no more than, the maximum number of crews identified here.

Note: Award of a Type 2 BPA will not eliminate an offerors ability to receive an award for the Type 2IA IDIQ. However, a specific crew can only be awarded as either a Type 2-BPA or Type 2IA-IDIQ not both. If a crew is awarded under the Type 2-BPA and later considered for the Type 2IA-IDIQ then the BPA will be canceled for that crew. (Please identify any crews that would meet these criteria with Specific Identifiers i.e. Crew-XX)

_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

SECTION C – CONTRACT CLAUSES

C.1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.212-4) (Deviation 2017-1) (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

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

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

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

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

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5](#) (b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the

Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) *[Reserved]*
- (u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u) (1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (DEVIATION 2017-1, APR 2020) (JAN 2021)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020) (**Deviation 2017-1**), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (**Deviation 2017-1**), (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (**Deviation 2017-1**), (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020) (**Deviation 2017-1**), (41 U.S.C. 4712) relating to whistleblower protections).

(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved]

(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

- (11) [Reserved]
- (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).
 - (ii) Alternate I (Mar 2020) of 52.219-3.
- (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
 - (ii) Alternate I (Mar 2020) of 52.219-4.
- (14) [Reserved]
- (15) (i) 52.219-6, Notice of Total Small Business Aside (Mar 2020) (15 U.S.C. 644).
 - (ii) Alternate I (Mar 2020) of 52.219-4.
- (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
 - (ii) Alternate I (Mar 2020) of 52.219-7.
- (17) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (18) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637 (d)(4)).
 - (ii) Alternate I (NOV 2016) of 52.219-9.
 - (iii) Alternate II (NOV 2016) of 52.219-9.
 - (iv) Alternate III (Mar 2020) of 52.219-9.
 - (v) Alternate IV (Mar 2020) of 52.219-9.
- (19) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - (ii) Alternate I (Mar 2020) of 52.219-13.
- (20) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

- (23) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).
 - (ii) Alternate I (Mar 2020) of 52.219-28.
- (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644](#)(r)).
- (27) 52.219-33, Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637](#)(a)(17)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - (ii) Alternate I (Feb 1999) of 52.222-26.
- (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (July 2014) of 52.222-35.
- (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (ii) Alternate I (July 2014) of 52.222-36.
- (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
 - (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- (37) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

(39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

(40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(41) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

(ii) Alternate I (Oct 2015) of 52.223-13.

(42) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

(44) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).

(46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(47) 52.223-21, Foams (Jun 2016) (E.O. 13696).

(48) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(49) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).

(50) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (Jan 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (Jan 2021) of 52.225-3.

- (iii) Alternate II (Jan 2021) of 52.225-3.
- (iv) Alternate III (Jan 2021) of 52.225-3.
- (51) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (52) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (56) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- (57) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (58) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (60) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (61) [52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (**DEVIATION APR 2020**) (31 U.S.C. 3903 and 10 U.S.C. 2307).
- (62) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

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

- (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating

to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

C.3 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 5 332.

This Statement is for Information Only:

It Is Not A Wage Determination.

SEE EXHIBIT D.8 FOR FULL WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Crew Boss	\$17.28
Firefighter Type 1	\$14.40
Firefighter Type 2	\$13.00

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

Health & Welfare: \$4.54 per hour or \$181.60 per week or \$786.93 per month

Health & Welfare EO 13706: \$4.22 per hour, or \$168.80 per week, or \$731.47 per month

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

Holidays: 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.) (Reg. 29 CFR 4.174)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

C.4 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 to 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.

C.5 CONTRACT 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 the full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <https://www.acquisition.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

C.6 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70) (FEB 1988)

(a) Confidential information, as used in this clause, means --

- (1) Information or data of a personal nature, proprietary about an individual, or
- (2) Information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a) (1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the

Contracting Officer does not pose any objections in writing within the 45-day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

C.7 INSURANCE COVERAGE (AGAR 452.228-71) (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. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$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 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.

C.8 USE OF PREMISES (AGAR 452.236-72) (NOV 1996)

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

Note: Written permission is given by the Contracting Officer any time a Contractor is ordered by Resource Order or Task Order in accordance with this clause.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

C.9 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel (as listed in Section B.5 Crew Summary):

- Crew Boss (one per crew)
- FFT1/Squad Bosses (three per crew)

(b) During the first ninety (90) 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.

C.10 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at: Government specified locations and/or during performance at incidents.

C.11 AGREEMENT PERIOD

(a) The Agreement period will be 5 years from the date of establishment. Annually, a review of the agreement will be conducted, and at that time Contractors will be offered an opportunity to adjust their pricing or location of their awarded crew. If a revised rate is not submitted during the period set forth by the Contracting Officer (all rates must be found fair and equitable), the prices proposed in the original agreement will remain in effect. This period will also allow Contractors to add additional crews to their current agreement and an opportunity for new Contractors to obtain an agreement. A solicitation will be posted (around December of every year) to beta.sam.gov notifying industry of this opportunity.

(b) Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

(c) Any order issued during the effective period of this agreement and not completed within that period shall be completed by the Contractor prior to release from the ordered incident assignment. The agreement shall govern the Contractor's and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the agreement's effective period.

C.12 AGREEMENT CANCELLATION

This Agreement may be discontinued upon 30 days' written notice by either party.

C.13 ASSIGNMENT OF CLAIMS

(a) Assignment of claims under this agreement is not authorized.

(b) In accordance with FAR Part 32.803, it is determined prohibiting assignment of claims against this agreement and any resultant call is in the Government's interest.

(c) Pursuant to FAR 52.212-4, vendors shall not change the name or address for EFT payments in the SAM record to reflect an assignee for the purpose of the assignment of claims.

C.14 CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS

The following provisions apply to all camping on National Forest lands during performance under this contract:

(a) These provisions are in addition to those contained in, or provided for in AGAR 452.236-72 Use of Premises.

(b) Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.

(c) The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.

(d) The campsite shall have a clean appearance at all times.

(e) Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.

- (f) Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, contractors, or recreating public. Disorderly conduct is not permitted.
- (g) Damaging or removing any natural feature or other property of the Forest Service is prohibited.
- (h) Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.
- (i) Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.
- (j) An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.
- (k) Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.
- (l) Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.
- (m) Basic first aid supplies shall be maintained, available and under the charge of a crewmember trained to administer first aid. Contents of first aid supplies shall adhere to all applicable State requirements.
- (n) Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.
- (o) Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.
- (p) The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
- (q) The contractor shall comply with the following fire regulations during fire season:
 - (1) A shovel, axe or Pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of 1:A 10:BC is required during the fire season.
 - (2) All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.
 - (3) All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order and located in a cleared area with the same requirements as in (2).
 - (4) All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

(r) Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

(s) The Forest Service reserves the right to terminate a camping permit at any time.

C.15 CLAIM SETTLEMENT AUTHORITY

Claims shall be addressed to the Agency Contracting Officer ordering the product. All claims resulting from USFS orders shall be submitted to the Contracting Officer designated on the SF1449 unless otherwise formally reassigned to another Contracting Officer. For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this contract, and limits set by the incident agency.

C.16 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.

C.17 DELIVERY TICKETS (RESOURCE ORDER)

A requirement that all shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips (Resource Order) that shall contain the following minimum information:

- i. Name of supplier.
- ii. BPA number.
- iii. Date of purchase.
- iv. Purchase number.
- v. Itemized list of supplies or services furnished.
- vi. Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- vii. Date of delivery or shipment.

C.18 EMPLOYMENT OF ELIGIBLE WORKERS

(Standards for contracts involving H-2B workers or migrant and seasonal agricultural workers)

(a) General

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

(b) Definitions

(1) H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

(2) Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

(i) A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.

(ii) An overnight absence from the migrant workers permanent place of residence is required.

(iii) Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:

- Spouse
- Children, stepchildren, or foster children
- Parents, stepparents, or foster parents, or
- Brothers and sisters

(3) Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) Registration Requirements

(1) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.

(2) Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (http://www.dol.gov/whd/forms/fts_wh530.htm). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.c.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

(d) Certifications

The Contractor shall provide applicable H-2B Temporary Employment Certificate and/or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

(e) Worker Protections

(1) Worker Information Posters

(i) A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.

(ii) The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

(2) Personal Protective Equipment

(i) 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

(ii) Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment.

(iii) The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:

- Head Protection
- Hearing Protection
- Eye/Face Protection
- Leg Protection
- Hand Protection

(iv) PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

(v) A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference <https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> <https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at <https://www.osha.gov/Publications/osha3151.pdf>.

(Contracting Officer - only include those applicable to your project. The checklists are all inclusive, All PPE may not be required for all types of work activities)

- Manual Logging and Forestry Related activities:
https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html
- General Machine and Vehicles Logging and Forestry Related activities:
<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>

(3) Field Sanitation. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

(f) Employment Requirements - Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>

(1) Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.

(2) Contractor Employee List. Contractors are required to maintain and provide upon

request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

(g) Transportation

(1) The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.

(2) See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

(h) Housing

(1) The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

(2) Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled 452.236-72 Use of Premises in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.

(i) Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.

(ii) The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.

(iii) The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the

site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10-calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.

(iv) Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.

(v) Damaging or removing any natural feature or other property of the Forest Service is prohibited.

(vi) Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.

(vii) Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.

(viii) Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.

(ix) Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.

(x) Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind

(xi) Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

- Gauze pads (at least 4x4 inches)
- Two large gauze pads (at least 8x10 inches)
- Box adhesive bandages (such as Band-Aids)
- One package of gauze roller bandage (at least 2-inches in width)
- Two triangular bandages
- Scissors
- At least one blanket
- Tweezers
- Adhesive tape
- Medical gloves, (latex or non-latex equivalent), and
- Resuscitation device such as resuscitation bag, airway, or pocket mask.

(xii) Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.

(xiii) Dispose wastewater away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.

(xiv) The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

(xv) If authorized to have an open fire, the Contractor shall comply with the following fire regulations:

- A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.
- All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
- All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
- All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

(3) Include the instructions below, Representations, certifications, and other statements of offerors or respondents. Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements at the time of submission of proposals/ offers/quotes.

C.19 EXTENT OF OBLIGATION

The Government is obligated only to the extent of authorized purchases made under the BPA.

C.20 FOREST SERVICE HARASSMENT FREE WORKPLACE POLICY

(a) This section describes the Forest Service policy regarding harassment in the workplace. All Contractors and Contractor employees are expected to adopt and adhere to this policy. The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors. The Forest Service strives for a harassment-free work environment where people treat one another with respect. All Contractors and Contractor employees must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

(b) 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.

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

(d) 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.

(e) 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 any other individual you trust who would take action.

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

C.21 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.

The Crew Boss is responsible for managing the Crew within its operating limits, responsible for safety of their employees and cargo and shall comply with the directions of the Government, except when in the judgment of the Crew Boss such compliance will be a violation of applicable Federal or State regulations. The Crew Boss shall refuse any operation considered hazardous or unsafe.

C.22 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.

Possession or use of Non-prescription unlawful drugs and alcohol are not permitted at the incident fire camp, violation 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 result in the Contractor or its employees being released from the incident.

Firearm / Weapon Prohibition - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are always prohibited while on Government Property and during performance of services, under this contract. The term dangerous weapon does not include a pocketknife with a blade less than 2 ½ inches in length or a multi-purpose tools such as a Leatherman® tool.

C.23 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

(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 30 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 <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for Online Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor

neither signed nor offered comment in response to this assessment.” Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation as “source selection information.” After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

C.24 ORDERING

These established ordering channels provide for: rapid movement of requests, agency review, efficient utilization of resources, and cost effectiveness. BPA Calls under this agreement shall be placed by issuing Resource Order from the Incident Resource Ordering Capability (IROC). All orders under this contract for all hazard incidents must be ordered in accordance with the following:

(a) AGENCIES AUTHORIZED TO ORDER INCIDENT WORK

For fire suppression related activities and All-Hazard incidents, the Forest Service has longstanding cooperative fire protection agreements with other Federal land use agencies. The following land use agencies have authority to place orders under this agreement for fire suppression, All-Hazard, and Severity/Preparedness assignments: United States Forest Service (USFS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS).

For All-Hazard incidents not managed by the land use agencies, the Department of Homeland Security, which encompasses 22 Federal Agencies, accomplishes resource ordering through the Federal Emergency Management Agency (FEMA). FEMA is partnered with the States, 28 Federal Agencies, and the Red Cross and has broad authority to request resources for All-Hazard incidents and disasters, including under this contract.

Forest Service cooperative agreements with State agencies allow those agencies to order under this agreement through the appropriate Federal agency Host Unit Coordination Centers listed in the Schedule of Items. However, the Forest Service shall pay the bill and seek reimbursement through the cooperative agreement.

(b) ORDERING/DISPATCH PROCEDURE

(1) Each T2C is in proximity to an assigned Host Unit Coordination Center (HUCC) as identified in the Schedule of Items. Each HUCC will maintain the status of each T2C assigned to that HUCC. If requested by the HUCC the T2C will use self-statusing capabilities in the dispatching system. It is the Contractor's responsibility to report any changes in T2C availability and/or location to their assigned HUCC in writing. Resource order requests as the result of an incident, preparedness, severity, and wildland fire will follow the established ordering procedure.

(2) All T2C resources on an awarded Agreement will be ranked on a dispatch priority list (DPL) applicable to the specific HUCC. The DPL will be developed and provided to each HUCC by the Contracting Officer annually. Lowest price awarded resources will be ranked highest on the DPL. The price will be based on the hourly rate on the awarded agreement.

(3) Tied Prices/DPL. The following methodology will be used to break ties that result when determining the DPL. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using a chance drawing approach of the tied resources. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

(4) The HUCC will utilize the DPL to determine which T2C receives the order. The HUCC will start with the highest ranked resource on the list and continue down that list until an available resource that can meet date and time needed accepts the order. (This will result in the highest ranked available resource that can meet date and time needed getting the order each time).

(5) If the incident jurisdictional dispatch center is not a HUCC for T2C(s), the jurisdictional dispatch center will first check with their neighboring dispatch centers to try to fill the request. If the neighboring dispatch is a host and has a crew(s) available, then they will place the order following the procedures stated in C.24 (b)(4). If the neighboring dispatch centers cannot fill the order, then the jurisdictional dispatch center will forward the request onto the Geographic Area Coordination Center (GACC) or further onto the National Interagency Coordination Center (NICC) if the GACC cannot fill the order. Once received at the GACC or NICC the number of fire orders in process and actual fire conditions at the time of dispatch will determine which HUCC is available to fill the order.

(6) HUCCs cannot hold T2Cs in reserve as a contingency force in non-pay status when the T2C is otherwise available to accept emergency incident assignments.

(7) The following exceptions apply to dispatch priority:

(a) Initial Attack (IA) – dispatchers will follow the “closest forces” concept and utilize locally available resources (agency, agency cooperators, neighborhood agreements with agency & agency cooperators) according to agency and incident needs. The DPL is not required to be used during initial attack and Contractor resources may or may not be used.

(b) Tribal preference policy established within reservation jurisdiction.

(c) The Government normally will dispatch contracted resources in accordance with this protocol; however, the number of resource requests in process and the actual fire

conditions at the time of dispatch may require deviation from normal procedures 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 the agreement.

(d) Timeliness is of the essence when filling orders for emergency incident assignments. At any time, the T2C cannot meet the date/time requirements for an emergency dispatch, the dispatch priority provided in C.24 (b) is waived. HUCC dispatchers must document when this ordering protocol has been waived.

(e) Dispatch priority will be given for extended attack incidents only (not for initial attack incidents). Dispatch priority for T2C's does not preclude the Government from using any agency owned or agency (Federal, state, or local) cooperator resources for initial attack or extended attack/large fire support before ordering/mobilizing resources under agreement.

(c) NOTIFICATION/RECIPT OF AN ORDER

(1) Upon receiving a dispatch call, the Contractor has one (1) hour to confirm availability. Contractor will have a maximum two (2) hours after confirming availability to begin travel to the Government's designated delivery location on the Resource Order.

(2) Once the 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, failure to do so may result in less than satisfactory performance ratings. In addition, the Contractor is required to comply with the incident Operation Driving Guidelines as stated in the Interagency Incident Handbook Chapter 10, Section 12.7.

Note: Vehicles involved in interstate commerce under a gross vehicle weight rating or gross combination rating of 10,000 pounds are not required to follow the Department of Transportation hours of service regulations.

(3) Prior to departing for the incident, the Contractor will provide the HUCC a complete Passenger and Cargo Manifest (SF-245) listing Contractor's name, agreement number, Federal Tax Identification Number, each crew member's complete name, and departure time from point of dispatch.

(4) While engaged in emergency fire driving, the Contractor shall follow the current driving regulations and work/rest guidelines prescribed in the Interagency Standards for Fire and Fire Aviation Operations (NFES 2724) and must comply with all other Federal, State and local driving laws and regulations.

(d) INFORMATION REQUIRED TO BE PROVIDED BY THE GOVERNMENT TO THE CONTRACTOR WHEN PLACING ORDERS:

The HUCC will provide the Contractor with a copy of the Resource Order to include:

- Incident Order Number, Request Number and name of the incident.
- Date and time to report to the incident.
- Descriptive location of the designated site where the Contractor will meet a Government representative. A map will be provided if available at time of order.

- Incident contact phone number for obtaining further information.
- Communications: Incident ground contact frequency.
- Incident Job Code
- Agreement Number, Crew Number, and hourly rate of the ordered T2C

(e) CANCELLATION OF ORDERS

Resource Orders may be cancelled at any time. If the order is cancelled, the Contractor will be paid as provided in Section C.25.1 (k).

(f) INTERAGENCY RESOURCE ORDERING CAPABILITY

The Contractor is required to maintain their Crews availability/status in the Interagency Resource Ordering Capability (IROC) system or other Resource Status System in coordination with their designated HUCC.

(g) LENGTH OF ASSIGNMENT & CREW CHANGE OUT CLAUSE

Length of assignment and work/rest policies exist for all incidents and require Contractor's management of crew personnel to adhere to those policies. Contractor compliance will be monitored by the Government. Refer to the Interagency Incident Business Management Handbook (PMS 902) or Interagency Standards for Fire and Fire Aviation Operations (Redbook) Chapter 7. All Contractor personnel shall adhere to current work/rest day-off policies. Please reference the current National Interagency Mobilization Guide.

(h) DEMOBILIZATION OF Crews

The HUCC, in coordination with the Incident Commander, will determine demobilization priority for any crews assigned to an incident. The provisions of C.24 (b) do not apply to demobilization.

(i) RELEASE AND REASSIGNMENT

(1) RELEASE: At the time of release, the T2C must notify the HUCC of their status, and estimated time of arrival back to their DDP.

(2) REASSIGNMENT: T2Cs may be reassigned to another incident using the procedures prescribed in the National Mobilization Guide (NFES 2092). The T2C is prohibited from accepting (under this agreement) any new Resource Orders directly from an incident, and from actively seeking reassignments outside the controlling GACC from anyone other than their assigned HUCC.

(j) AUTHORIZED PERSONNEL TO PLACE ORDERS

Dispatchers (Ordering Officials), Contracting Officers, and Purchasing Agents are authorized to place orders against this agreement.

(k) ORDER LIMIT

The dollar limitation for any individual order/call is the Simplified Acquisition Threshold (SAT). Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the

extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

C.25 PAYMENT PROCEDURES

C.25.1 PAYMENT FOR FIRE SUPPRESSION, ALL-HAZARD, SEVERITY/ PREPAREDNESS

(a) BASIS OF PAYMENT

The rate specified in the Schedule of Items is the rate per hour per crewperson. For calculation of pay, time shall be recorded in 1/4-hour increments. The full rate shall continue to apply (during on shift time) if the T2C is in compliance, and until the T2C has been released from the incident and has returned to the point of hire.

On Shift time includes:

- time the T2C is working on Fire Suppression, All-Hazard, or Severity/Preparedness
- time the T2C is under the direction/control of the Government including ordered standby
- time the T2C is under ordered rest by the direction of the Government to keep the T2C on the assigned incident to comply with length of assignment guidelines. (not to exceed 8 hrs./day of ordered rest).

The Contractor is paid for all on shift time from the beginning of shift until the end of shift, except for meal breaks which are not ordinarily compensable.

In certain situations, meal breaks may be compensable. These situations are the exception, not the rule. Personnel on the fireline may be compensated for their meal break if ALL the following conditions are met:

- the fire is not controlled
- the meal break is approved by the Government Representative monitoring the T2C
- payment for the meal break is documented on the Crew Time Report

Compensable meal breaks include time spent eating while traveling to the incident. Meal breaks are not compensable while on Severity/Preparedness assignments.

Mobilization and Demobilization: Contractor will be paid from Point of Hire to the reporting location for Mobilization and from the release point to the Point of Hire at the time of release in accordance with the bellow:

(i) Mobilization Costs. The Government will pay costs associated with mobilization at the rates specified in the contract, per person listed on the crew manifest at time of mobilization. Payment will be made for travel time, as specified in subparagraph (iv), from the point of hire, to the reporting location identified in the order.

(ii) Demobilization Costs. The Government will pay costs associated with demobilization at the rates specified in the contract, per person listed on the crew manifest at time of demobilization. Payment will be made for travel time as specified in subparagraph (iv), from the reporting location identified in the order to the point of hire.

Note: If the crew is reassigned to another incident at time of demob, the gaining incident will pay for travel time to the new incident. The new incident will pay for travel time to return the crew from the new incident to the original point of hire.

(iii) RON. Overnight Allowance is authorized while in travel status when the Contractor cannot reach an assigned destination due to the Incident Operation Driving Guidelines driving limitations. If RON is authorized the Government will calculate the time from release point to RON location and document on the CTR for that Day. Any remaining travel time on the proceeding day(s) will be documented in the same manner.

(iv) Travel Time. Travel time will be measured using the most direct route taken from Google Maps rounded up to the nearest 15 min increment multiplied by a factor of 1.1 (110%). (The additional 10% is provided to compensate for travel conditions that Google Maps does not take into consideration)

Example: Google maps shows travel time from point A (point of hire or reporting location) to point B (reporting location or point of hire) as 14 hours and 37 minutes. This will be rounded up to the nearest 15 min increment (14 hours and 45 minutes) and multiplied by 1.10 ($14.75 \times 1.10 = 16.225$). The 16.225 will then be rounded up to the nearest 15 min increment (16.25). Thus, resulting in 16 hours and 15 min of allowable travel time. If the crew must RON due to the Incident Operation Driving Guidelines driving limitations, then this travel time will be documented on two crew time reports. (e.g. If Day 1 of travel showed 9 hours of travel time from point A to the RON location, then Day 2 of travel would show 7 hours and 15 min of travel time from RON location to point B.)

(v) No additional cost will be paid for mobilization and demobilization.

(b) CREW DOWNGRADE CLAUSE

The Government may allow the Contractor to operate with no less than 18 crew members for a short period of time. This option is for the Government to still receive services while the Contractor replaces crew members that are no longer fit for duty. This may include injuries or employees being released from the incident for violating any other terms of this agreement. (If allowed the Government will only pay the number of crew members as listed on the crew time report for that period).

(c) DAILY GUARANTEE

For each calendar day the T2C is under-hire, the Government shall pay no less than the following: (8 hours) x (number of crew members) x (full rate specified in the awarded Schedule of Items), or the actual time worked rounded up to the next $\frac{1}{4}$ hour, whichever is greater.

For the first and last day of the assignment, the 8-hour Daily Guarantee does not apply, and payment shall be made for actual hours worked and/or traveled. The last day of an assignment is that day when the T2C completes authorized travel back to the DDP. If the T2C is reassigned to another incident while in travel status back to the DDP, then the Daily Guarantee applies.

(d) NONCOMPLIANCE

If the T2C does not pass inspection at the incident or designated inspection location, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the T2C into compliance. If the T2C does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the T2C was not available. Upon rejection, resource will not be statused as available until such time that the CO or COR agrees the T2C is brought into compliance and re-inspected at the Government's convenience. Repeated noncompliance issues may be grounds for cancelation of this agreement.

If at any time after acceptance at the incident, the Contractor subsequently becomes noncompliant, and therefore cannot perform work under this agreement, the Daily Guarantee shall not apply, and the Contractor will be paid only for the actual hours worked prior to becoming noncompliant.

(e) BRIEFINGS

Only the Crew Boss is required to attend operational period briefings, and therefore is entitled to payment for this time. A maximum of four persons per crew may attend the briefings with compensation if such is requested by the Government in advance and **APPROVED IN WRITING** on the Crew Time Report. The following positions apply: Crew Boss or Trainee, and Squad Boss or Trainee. Trainees must have an initiated Task Book and be listed on the Crew Manifest as such and must be acknowledged and documented upon check-in at the incident.

During rare occasions, briefings may be ordered by the Government for the entire crew. When entire crew briefings are ordered by the Government, the order must be in advance and approved in writing on the Crew Time Report.

(f) OFF-SHIFT DUTIES

No additional payment will be made for costs associated with crew support such as tool sharpening, equipment maintenance, invoice reconciliation, laundry service, check out, or any other off-shift activities related to crew readiness beyond the guarantees set forth herein.

(g) WITHDRAWAL OF CREW BY THE CONTRACTOR

The Government will incur no further obligation for payment for unauthorized withdrawal of a T2C from an incident or project assignment. In cases where the Contractor unilaterally decides the crew must be removed, the Contractor is required to coordinate with the Incident Management Team (IMT), COR, or user unit authority, and must document the reason for removing the crew from work. The determination as to whether the removal is authorized will rest with the IMT, COR, or user unit authority whose decision will be forwarded to the Contracting Officer for final determination.

(h) OVERNIGHT ALLOWANCE, MEAL ALLOWANCE AND ENTITLEMENT TO PER DIEM

Overnight Allowance/Meal Allowance and/or Per Diem may be authorized under the following conditions:

(1) Overnight Allowance

When the Government cannot provide a campsite, and if authorized by the user unit and properly receipted and invoiced, actual lodging expenses (double occupancy) incurred by the T2C are reimbursable. While in travel status to or from incidents actual lodging

expenses are reimbursable. For any lodging expenses invoiced at single occupancy, the reimbursement payment shall be reduced by 50% for each room singly occupied. If the T2C has an odd number of male or female crew members an additional room may be authorized. The maximum allowable lodging rates per room, excluding taxes shall not exceed the current standard Continental United States (CONUS) lodging rates referenced in the Federal Travel Regulations (FTR). Double occupancy rates may be higher but must not exceed double the standard CONUS lodging rate. Any associated lodging taxes are reimbursable as documented on the lodging invoice.

Notwithstanding the user unit authorization above, the Overnight Allowance is authorized while in travel status when the Contractor cannot reach an assigned destination due to the Incident Operation Driving Guidelines driving limitations.

(2) Meal Allowance

When no food and drink are provided by the Government, after the first date of dispatch, an allowance equal to the current standard CONUS per diem meal and incidental expense (M&IE) rate per person per day will be paid. Meal allowance is paid while in travel status, after the first date of dispatch. If certain meal periods (i.e. Breakfast, lunch or dinner) are provided by the Government (on any given day), that shall be documented on the Crew Time Report and deducted from the current M&IE allowance for that given day. If the crew is being fed all three meals in camp, no M&IE allowance is authorized. If the crew earns any meal on a given day, they are also entitled to the incidentals portion of the M&IE allowance for that given day. When the crew is released from one incident and reassigned to another incident prior to returning to its DDP, the Government will provide for an M&IE allowance beginning with the first date of dispatch of the new incident if no food and drink are provided by the Government.

Determining if T2C is in a Travel Status:

Per Diem authorizations may be issued when the T2C is under hire for more than 12 hours in each day, and the work site exceeds a 35-mile radius of the Crews DDP address. This must be documented in writing on the crew time report remarks section.

If the travel period exceeds 12 hours but the T2C does not obtain overnight accommodations, reimbursement is limited to the M&IE portion of the standard CONUS per diem rate.

If the Government does not provide for a camp site and the T2C is authorized overnight accommodations, then reimbursement will be made IAW Section C.25 (h)(1).

Per Diem is only authorized if the travel is greater than 12 hours and the worksite exceeds the 35-mile radius.

NOTE: The above Allowances are limited to the number of persons shown on the Crew Time Report. In no case shall these allowances be paid to more than twenty persons per shift. As of 1/27/2021 the Current Standard CONUS Rates are as follows:

Lodging - \$96.00

M&IE – Breakfast = \$13.00, Lunch = \$14.00, Dinner = \$23.00, and Incidentals = \$5.00

(i) FOOD & DRINK

If available, food and drink is provided at the incident at no charge. Firefighters are encouraged to take sufficient drink with them to the fireline (See Section D.1.7 (a)). During demobilization and/or reassignment, the Government may provide sack lunches to T2C personnel without charge to the Contractor.

(j) ORDERED REST

When directed by the Government in its effort to address agency work/rest guidelines, rest is paid at 8 hours per person per day at the full hourly fire suppression rate. When directed by the Government to have Ordered Rest in the next closest town, the T2C will be entitled to compensation for Lodging and meals IAW Section C.25.1 (h).

(k) ORDER CANCELLATION

(1) Order Cancellation Prior To Departure

If the Government cancels an order after confirmation of the order with the Host Unit Coordination Center, but prior to the crew's departure, a cancellation fee of \$500.00 shall be paid. A resource order is Confirmed when agreement is made between the Contractor and the Government that:

- (i) The T2C ordered is available;
 - (ii) There has been agreement as to the start work time at the incident per the Resource Order or at the project site per the BPA Call;
- And
- (iii) A Request Number/Resource Order have been provided to the Contractor.

(2) Order Cancellation in Route After Departure

If the order is cancelled after the Resource Order has been confirmed, and the T2C is in route, the resource is considered mobilized. The T2C shall be paid for actual hours worked or traveled. When an order cancellation occurs, the Contractor must submit an invoice with a copy of the resource order to the Contracting Officer for approval. The Overnight Allowance may apply.

(l) PAYMENT OFFICE

- (a) The host agency for each incident is responsible for payments (unless the host agency is a state entity then the Forest Service is responsible for payments and will seek reimbursement through cooperative agreement).
- (b) Federal Agency payment offices:

FOREST SERVICE

Albuquerque Service Center – B&F Incident Finance
101 B Sun Avenue NE Albuquerque, NM 87109
1-877-372-7248

BUREAU OF LAND MANAGEMENT

National Operations Center PO Box 25047, Bldg 50
Denver Federal Center Denver, CO 80225-0047
Mail Stop OC-620
1-877-480-9724

NATIONAL PARK SERVICE

National Park Service
Accounting Operations Center (AOC) PO Box 100000
Herndon, VA 20171703-487-9453

NPS FedEx Address:

National Park Service
13461 Sunrise Valley Drive
Herndon, VA 20171

BUREAU OF INDIAN AFFAIRS

Bureau of Indian Affairs Reston Financial Services Attn: EERA Payments 12220
Sunrise Valley Drive Reston, VA 20191
703-390-6446 (primary), 703-390-6336 (secondary)

FISH & WILDLIFE SERVICE

NIFC – US Fish and Wildlife Service Branch of Fire Management
3833 S. Development Avenue Boise, ID 83705
208-387-5536

- (c) Other Agencies: All other agencies should follow their established payment procedures.

(m) INVOICING PROCESS – FIRE SUPPRESSION AND ALL-HAZARD INCIDENTS – Addendum to FAR 52.212-4(i) payment.

- (1) After each operational period worked the Government will record the Contractor's time on a Crew Time Report (SF-261). The Government Representative must sign the Crew Time Report verifying the hours worked daily and any other charges such as Optional Items ordered; authorized meal breaks; ordered standby, RON allowance, etc. Where available, Contractors may use Government photocopy equipment.
- (2) The Finance Section will post the crew's time and any other authorized charges to an Emergency Equipment Use Invoice (OF-286). The Contractor Representative and the Government Representative will both print their names and phone numbers on the invoice; then sign the invoice verifying that the information contained on the form is correct.

(3) When the T2C is released to return to their DDP, the Finance Section closes out the Emergency Equipment Use Invoice including estimated time for return travel and approval of any Overnight Allowance or Meal Allowance, if appropriate. Supporting receipts, if available, for Government approved reimbursable expenses such as RON allowance, commercial transport of crew vehicles, and commercial air travel must be included along with invoices. Any receipts that are not available prior to demobilization from the incident must be submitted by the Contractor to the designated payment center as soon as possible; failure to do so will delay payment.

(4) The Contractor must request payment under this subsection using the Emergency Equipment Use Invoice. Crew Time Reports signed by the Government Representative are required as supporting documentation.

(5) Optional Items ordered by the Government from the Contractor must be included on the Emergency Equipment Use Invoice and will be paid according to the Daily Rate for Optional Items identified in the awarded Schedule of Items. If Optional Items are ordered, the Government representative must document the order on the Crew Time Report.

C.25.2 REIMBURSEMENT FOR AIR TRANSPORTATION

(a) When T2Cs are transported by commercial air, the Government shall reimburse the Contractor for air transportation costs. These costs may include any related transportation costs incurred by the Contractor from the dispatch-designated air terminal to the fire location and return to that dispatch-designated air terminal, unless the Government changes the return destination. Airfare costs in excess of the lowest customary standard coach, or equivalent airfare, offered during normal business hours are unallowable. Exceptions that may apply are when such airfares will result in circuitous routing, travel during unreasonable hours, excessively prolonged travel, the incurring of other costs that would offset the transportation savings, or conditions that would otherwise not reasonably meet the needs of the traveler or mission requirements. However, for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified in writing with copies of that documentation included with Contractor invoices. All time from the point of hire to the incident in transport is time under hire. Per Diem is only authorized if justified and documented per the guidelines in Section C.25.1 (h). Other ground transportation such as car rental may be authorized if documented in writing on the crew time report-remarks section.

(b) The Government will not reimburse Contractors for return air transportation costs for individual crew persons whose employment is terminated at the fire location or who choose to return from the fire location for personal reasons.

(c) Procedure

(1) If the Crew Boss can present the airline ticket, receipt, or invoice from the carrier at the incident, the Contractor costs for airline transportation will be added to the Emergency Equipment Use Invoice submitted for crew costs, or

(2) If the Crew Boss does not have the airline ticket, receipt, or invoice at the incident, the Contractor may later submit the bill for reimbursement for common carrier costs to the payment center as indicated in Block 18a of the SF-1449 award document. All required documentation as listed below must be submitted.

(3) Supporting documentation, in addition to that required in Subparagraph (1) above, must include: any itineraries received from the airline or travel agency; the Standard

Form SF-245, Passenger and Cargo Manifest; and the Crew Time Report for the travel time (to include necessary ground travel to and from the point of hire to the incident). The Crew Time Report must be signed by the Government representative at the travel destination in order to serve as a receipt for the air transportation services received on behalf of the Government.

(4) When Commercial carrier is used, invoices for commercial transport of crew vehicles that are duly requested and properly ordered via Equipment Resource Order by the Government are to be submitted by the Contractor upon completion of the one-way transport to the incident or crew assignment location as indicated on the Resource Order. The Crew Boss or contractor representative has the responsibility of procuring the invoice from the commercial carrier upon delivery of the crew vehicles. The original invoice or a legible copy should be submitted to the Finance Section so it can be added to the Emergency Equipment Use Invoice. The contractor is responsible for payment to the commercial carrier and will be reimbursed by the Government via the Emergency Equipment Use Invoice. If the Crew Boss is unable to procure the invoice upon delivery, see Subparagraph (2) above.

C.25.3 PAYMENT FOR TRANSPORTATION OF CREW VEHICLES

When ordered by the Government through a Resource Order, the Contractor will be reimbursed for the transport of crew vehicles (not to exceed 4) and equipment to an incident where the T2C was transported by the Government via air transport based on the following terms and conditions:

- One-way transport from Contractor's place of business or DDP to the incident or other designated location on the Resource Order.
- When the Contractor's employees are used the Contractor will be reimbursed at the agreement rates (one driver per vehicle).
- When Contractor employees are not used only a Commercial common carrier is authorized. Door-to-Door delivery FOB Destination when Commercial carrier is used. Reimbursed as actual cost as represented on a receipt or invoice from the Commercial carrier.
- Enclosed or unenclosed carrier transport of vehicle w/equipment when Contractor employees are not used.
- Shall be ordered and documented by the Government on a properly placed Resource Order.
- Contractor submissions for reimbursement shall include the Resource Order with Emergency Equipment Use Invoice as well as a receipt or invoice from the commercial carrier if used.
- The Contractor will be reimbursed for providing employee drivers applicable to reimbursement for crew travel, to include payment for travel expenses incurred by Contractor provided drivers to return home after delivery of crew vehicles to the incident, i.e. lodging, travel time, or commercial air travel, etc. (IAW Section C.25.1 (h)). Any reimbursable expenses for lodging, travel time, or commercial air travel must have supporting receipts.
- The Contractor will be reimbursed for providing employee drivers for the delivery of crew vehicles to the next incident assignment or back to the original pick-up point according to the same procedures identified above.

- The Interstate Commerce Act regulates the rates and fees charged by a common carrier. Generally, a public transportation service is required to publish its fee schedules to be charged for the transportation service to the general public. The transportation service is required to charge the published fare. For this agreement, the contractor is required to use carriers that offer acceptable service at reduced rates if available. The name and location of the transportation officer designated to furnish support and guidance to the Contractor who intends to use Government rate tenders will be supplied at the time of placement of the Equipment Resource Order.
- When Commercial carrier is used, the government will not pay any related expenses such as Contractor employee driving of the crew vehicles to a commercial vendor terminal for beginning or ending transport. The Government reserves the right to determine the price reasonableness of Contractor arranged commercial vehicle transport and may suggest other vendors if the rates are determined to be unreasonable. If the preceding terms and conditions are not met, or otherwise waived by the CO in writing, any transportation and travel expenses related to delivering the crew vehicles to the incident will be the full responsibility of the Contractor.

C.25.4 PAYMENT FOR ACCOUNTABLE/DURABLE GOODS

All unreturned accountable and durable property will be deducted from payment to the Contractor at the rates specified in the current Cache catalog. The deduction shall be clearly documented on the Emergency Equipment Use Invoice.

C.26 PERSONNEL CONDUCT

(a) Contractor personnel shall conduct themselves in a professional and cooperative manner in fulfilling this agreement.

(b) Performance of these services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor's employees are expected to follow the rules of conduct established which apply to all Government and non-Government personnel working or residing on Government facilities

(c) Personnel, who perform ineffectively, refuse to cooperate in the fulfillment of the agreement objectives, or are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive, may be required to be replaced.

(d) The CO shall notify the Contractor of specifics of the unsatisfactory conduct and/or performance by the Contractor's personnel. The determination of unacceptability is at the sole discretion of the CO. When directed by the CO, the offeror shall replace unacceptable personnel.

C.27 SPECIAL REQUIREMENTS FOR LABOR INTENSIVE CONTRACTS

(a) 8 CFR Section 274A of the Immigration and Nationality Act (INA) (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The H-2B temporary nonimmigrant program permits employers to hire nonimmigrant workers to meet their employment needs, but such employers must first file an Application for Temporary Employment Certification with the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration and conduct certain recruitment activities to ensure that there are not qualified U.S. workers available for the position listed in the Application. The Wage and Hour

Division of the U.S. Department of Labor enforces the contractual and other obligations required by the H-2B program which are found at 20 CFR Part 655 subpart A and 29 CFR Part 503.

(b) Employers using the H-2B program to perform forestry-related work may also be subject to the requirements of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA). The employer may be required under MSPA to obtain a current and valid Farm Labor Contractor Certificate of Registration. MSPA is implemented under 29 USC 1801 and 29 CFR Part 500 and is enforced by the Wage and Hour Division. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of an individual's national origin or citizenship status.

(c) For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

(d) Include the instructions below in the contract as Special contract requirements (previously in agency clauses 4G52.222-701 through 4G52.222-705).

C.28 WORKMANSHIP

(a) All work under this agreement shall be performed in a safe manner to a professional standard. The purpose of performance under this agreement is the suppression of wildland fire, as well as the accomplishment of other mission objectives as may be identified and assigned in other All-Hazard emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Forest Service Harassment Free Workplace Policy (See Section C.20). It will be left to the discretion of the Incident Commander to demobilize an entire NCC or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the Contractor and Contracting Officer subsequent to the action. Accordingly, the Contracting Officer, COR, or Project Inspector may require in writing that the Contractor remove immediately from the agreement any noncompliant personnel.

(b) If a contractor's employee or crew is terminated, quits, or is otherwise released from the incident for any reason, the Contractor is required to return the employee(s) to the point of hire. The employee's departure time from the Incident Command Post (ICP) shall be within 12 hours, or time specified by a Government Representative, following such action. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's invoice. If the Contractor's employee(s) do not depart from the incident within the specified time period, the IMT may transport said employee(s) or arrange for their transportation and deduct all such costs from the Contractor's invoice.

SECTION D - LIST OF EXHIBITS

EXHIBIT D.1: SPECIFICATIONS / STATEMENT OF WORK TYPE 2 CREW

EXHIBIT D.2: DEFINITIONS TYPE 2 CREW

EXHIBIT D.3: HANDCREW MANIFEST FORM

EXHIBIT D.4: HANDCREW INSPECTION FORM

EXHIBIT D.5: EMERGENCY EQUIPMENT USE INVOICE (OF-286)

EXHIBIT D.6: NATIONAL TYPE 2 & TYPE 2IA CREW PERFORMANCE EVALUATION FORM

EXHIBIT D.7: ENGLISH LANGUAGE PROFICIENCY EVALUATION

EXHIBIT D.8: WAGE DETERMINATION

EXHIBIT D.9: KEY PERSONNEL RESUME TEMPLATE

EXHIBIT D.1 SPECIFICATIONS / STATEMENT OF WORK

TYPE 2 FIREFIGHTER CREWS

SPECIFICATIONS / STATEMENT OF WORK

D.1.1 BACKGROUND

The U.S. Forest Service (FS) has engaged in the suppression of wildland fires for many years using Forest Service employed firefighter crews, Federal and State cooperator provided firefighter crews, as well as firefighter crews hired under contract or agreement.

The typical scope of wildland fire suppression is performed utilizing hand tools such as the Pulaski, shovel, and various grubbing and digging implements to construct fireline through ground fuels in the path of the fire. Power saws are utilized to clear brush and fall trees that would otherwise provide a canopy of fuel over the fireline. The resultant fireline is free from vegetation and provides a barrier to halt fire spread. Burnout operations to secure the fireline utilize drip torches and fusees. Firefighter crews are often called upon to help construct hose lays that bring water to the fire area. Once the fire has been contained, crews perform mop-up operations which require the application of mineral soil and/or water to residual embers and hotspots. Scraping embers from heavy fuels with hand tools as well as falling and bucking large diameter fuels with power saws are typical activities associated with mop-up.

The work environment varies from forest to rangeland, often in steep terrain where surfaces may be extremely uneven, rocky, and covered with dense vegetation. Working conditions are often extreme as the influence of hot and dry, or hot and humid weather combines with the radiant heat of the fire environment. Extreme variations between day and night temperatures are common in mountainous as well as lower lying topographies. Sustained winds or inversion layers can make smoke and dust conditions severe. The hazardous nature of the work always requires protective clothing be worn during work hours. For the most part, crews are required to eat, rest, and sleep at incident base camps, remote spike camps, or at Forest Service or Cooperator campgrounds, any of which will typically be located near the fire area.

D.1.2 CREW TRANSPORT VEHICLES

Contractor shall provide vehicles for ground transportation of T2C that meet all applicable state and Federal laws relating to motor vehicles. Crew vehicles must be all-wheel drive if these are single wheel rear axle type but may be rear-wheel drive if dual-wheel rear axle type. Crew vehicles must be capable of providing reliable transportation to and from the fire line. Vehicles that become inoperable will be towed at the Contractor's expense. The Government reserves the right to conduct safety inspections of Contractor vehicles at any time.

D.1.3 EQUIPMENT

(a) HAND TOOLS

Contractor must ensure that each T2C arrives with the appropriate personal protective equipment (PPE), fire shelters, and the minimum number and types of serviceable tools in good condition meeting the minimum standards specified in Table D.1, below.

Table D.1 Required Hand Tools

Hand Tool Description		Number Required Per Crew
Pulaski	3 ¾ lb. Head, 36" Handle	10
Combi/ Reinhardt/ Hazel Hoe, or McLeod	3 lb. Head, 36" Handle	8
Shovel	Size 0 or 1, Round Point	8
First Aid Kit	10 Person, Belt Type (must comply with OSHA 1910.266 Appendix A.)	2
Drip Torch	With Fuel	4
Fire Rake	(USFS Region 8 only)	10
Leaf Blower	(USFS Region 8 only)	3

(b) PROGRAMMABLE RADIO

(1) Fire Suppression/All-Hazard Assignments:

Contractor shall have a minimum of four handheld programmable radios with programming cables and software to facilitate communications between other incident and crew personnel. Radios must be capable of communicating within a minimum frequency range from 148 MHz to 174 MHz on established Federal and state frequencies. Modified radios are not acceptable. Only radios listed on the National Interagency Fire Center’s National Interagency Incident Communications Divisions’ website <http://www.nifc.gov/NIICD/index.html> are approved. At least two fully charged battery packs per radio are required at the beginning of each shift. Contractor supplied batteries must operate the portable radio throughout the shift. It is highly recommended that all portable radios utilize an AA alkaline battery clamshell. A source of 115 VAC power may not be available for rechargeable batteries.

Frequencies will be installed by the Government at the incident and frequencies will be removed prior to demobilization from the incident. Contractor must comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all Federal Agency incidents and with all Federal Communications Commission (FCC) rules and regulations on all State Agency incidents. Contractor shall not use Government assigned frequencies for other than performance under this agreement.

(2) Severity/Preparedness:

Contractor will be responsible for assigning the programming for their radios at the start of all assignments and will be responsible for removing the programming prior to leaving the assignment. This programming direction is applicable to only Severity/Preparedness assignments.

D.1.4 CREW REQUIREMENTS

Contractor shall provide properly trained crews, consisting of 20 persons. The crews are always required to have 20 crew members. However, the Government at its option may allow the contractor to operate with no less than 18 crew members (see Section C.25.1 (b)). Each crew

shall be directly supervised on site by one Crew Boss (CRWB), and three (3) FFT1/Squad Boss (and must meet the language requirements in Section D.1.7 (f). (See Exhibit D.7) The remaining crew members must meet all other minimum requirements listed in Tables D.2 and D.3 as applicable. All crew personnel must be trained and qualified with training records maintained in accordance with the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide PMS 310-1.

Table D.2 Minimum Crew Requirements for Type 2 Mobilization

Standard	Minimum Requirement
Fire Line Capability	Initial attack; fireline construction; firing to include burnout
Crew Size	18 – 20 Persons
Leadership Qualifications	1 CRWB and 3 FFT1/Squad Boss
Experience	At Least 20% of the crew must have one season or more experience
Communications	4 Programmable Radios
Training (See Section D.1.5)	Basic firefighter training and or annual firefighter safety refresher
Fitness	Arduous
Maximum Crew Weight	5,300 lbs.
Dispatch Availability	Per status in IROC
Production Factor	0.8 (reference Fireline Handbook 410-1)
Transportation	See Section D.1.2 for Ground Transportation and D.1.8 for Air Transportation
Tools & Equipment	Contractor Supplied (See Section D.1.3 and Table D.1)
Personal Gear	Contractor Supplied
PPE	Contractor Supplied (See Section D.1.7(e))

D.1.5 POSITION QUALIFICATION REQUIREMENTS

This section describes the training and qualifications that each firefighter must have before they can be certified in each Incident Command System (ICS) position required under this Agreement. The qualifications defined are for the ICS positions of Single Resource Boss-Crew (CRWB); Advanced Firefighter/Squad Boss (FFT1); and Firefighter (FFT2). Table D.3 identifies the sequence for training and experience requirements to become certified in each position required under the terms of this Agreement.

(a) SINGLE RESOURCE BOSS-CREW (CRWB)

(1) REQUIRED TRAINING

- ICS for Single Resources and Initial Action Incidents (ICS-200)
- Intermediate Wildland Fire Behavior (S-290)
- Crew Boss (Single Resource) (S-230)
- Annual Fireline Safety Refresher (RT-130)

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

- Followership to Leadership (L-280)
- Basic Air Operations (S-270)

- Interagency Incident Business Management (S-260)
- Firing Operations (S-219)

(3) EXPERIENCE

Satisfactory performance as Advanced Firefighter/Squad Boss (FFT1) that consisted of:

- At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on Type 4, 3, 2, or 1 incidents or Moderate or High Complexity prescribed fires.

After the FFT1 has completed this experience requirement they may be considered for becoming a Trainee CRWB.

AND

Satisfactory position performance as a Single Resource Boss - Crew (CRWB), supervising a minimum of 18 firefighters, on wildfire or prescribed fire incidents, documented in Position Task Book (PTB) that consisted of:

- At least three (3) training/evaluation assignments on Type 4, 3, 2, or 1 incidents, or Moderate or High Complexity prescribed fires, and all hazard incidents.
- At least three (3) training/evaluation assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on Type 4, 3, 2, or 1 incidents.

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS CRWB, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE CRWB CERTIFICATION*

- Any Single Resource Boss
- Incident Commander Type 4 (ICT4)

*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

(b) ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)

(1) REQUIRED TRAINING

- Firefighter Type 1 (S-131)
- Annual Fireline Safety Refresher (RT-130)

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

- Firing Operations (S-219)
- Portable Pump and Water Use (S-211)
- Power Saws (S-212)

(3) EXPERIENCE

Satisfactory performance as Firefighter (FFT2) that consisted of:

- At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (Type 1-5) incidents.

AND

Satisfactory position performance as an Advanced Firefighter/Squad Boss (FFT1), supervising a minimum of four (4) firefighters, on wildfire or prescribed fire incidents, documented in PTB that consisted of:

- At least three (3) training/evaluation assignments on any (type 1-5) incidents.
- At least three (3) training/evaluation assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (Type 1-5) wildfire, prescribed fire and all hazard incidents.

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT1 CERTIFICATION*

- Incident Commander Type 5 (ICT5)
- Any Single Resource Boss

*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

(c) **FIREFIGHTER (FFT2)**

(1) REQUIRED TRAINING

- Basic Firefighter training
- Introduction to ICS (I-100)
- Human Factors on the Fireline (L-180)
- Introduction to Wildland Fire Behavior (S-190)
- Firefighting Training (S-130)
- Annual Fireline Safety Refresher (RT-130) **Note:** Not required for first year FFT2
- National Incident Management System (NIMS) and Introduction (IS-700.a)

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

None

(3) EXPERIENCE

None

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS FFT2, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT2 CERTIFICATION*

- FFT1
- FAL3
- ICT5

*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

(d) ADDITIONAL REQUIREMENTS

(1) Completion of Annual Fireline Safety Refresher training (RT-130) is required for all positions in order to maintain currency. A minimum of six (6) hours is required. Annual Fireline Safety Refresher training will focus on mandatory core content subjects. Core content is listed under Wildland Fire Safety Refresher Training at www.nifc.gov.

(2) National Incident Management System (NIMS) IS-700.a overview course is required under this agreement for all positions. The NIMS IS-700.a course in English and Spanish may be obtained online at <http://training.fema.gov/EMIWeb/IS/is700a.asp>.

(3) Position Task Books may be initiated at any time. All required prerequisite experience must be completed before the firefighter can begin working on the Position Task Book for the next higher position. A firefighter may work on only one Position Task Book at a time.

(4) For FFT1 Trainee and CRWB Trainee positions, only three training positions will be permitted per crew on each incident assignment. The coach/evaluator must be fully certified in the position(s) they are coaching or evaluating. Any trainee positions must be clearly identified on the Crew Manifest.

(5) All training received by Contractor's employees must meet the course content and instructor standards listed in PMS 907 Course Coordinator Guide and PMS 901-1 Field Managers' Course Guide.

(6) The Contractor is required to maintain a complete record of each employee's training and experience. Training and experience records shall, at a minimum, include course certificates required as a prerequisite for the position the employee is occupying, completed Position Task Books showing proof of final evaluation and certification by a qualified Coach/Instructor, documentation of Annual Safety Refresher Training and Work Capacity Fitness Tests, and any performance evaluations received. Training and

experience records for employees separated from the company must be maintained for a minimum of three years after the date of separation. The government reserves the right to inspect training and experience records and evaluate firefighter qualifications at any time during each agreement period. The government is not responsible for certifying or maintaining qualification records for Contractors or Contractor’s employee(s).

(7) T2C members shall not perform in trainee positions other than those positions listed in Table D.3.

Table D.3 Sequence for Position Certification Type 2 Crew

ICS Position	Minimum Requirement
Firefighter FFT2	1. Complete S-130, S-190, I-100, L-180, and IS-700.a training. 2. Pass Work Capacity Fitness Test (Arduous). 3. Complete Annual RT-130 training. Note: Not required for first year FFT2. 4. Firefighter becomes certified as a FFT2.
Advanced Firefighter/ Squad Boss FFT1	1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of these on any Type 1-5 incidents. This meets requirement for satisfactory performance as FFT2 and one season of experience. 2. Eligible to become a FFT1 Trainee once above requirements are met. 3. Complete S-131 4. Firefighter becomes a FFT1 Trainee. 5. Complete Annual RT-130 training. 6. Pass annual Work Capacity Fitness Test (Arduous). 7. As an FFT1 Trainee, work on at least three (3) training/evaluation assignments on any Type 1-5 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on any Type 1-5 incidents and complete the FFT1 task book. This meets requirement for satisfactory position performance as an FFT1. 8. Firefighter becomes certified as an FFT1/Squad Boss.
Crew Boss CRWB	1. Work on an additional three (3) wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on Type 3, 2, or 1 fires. This meets the satisfactory performance requirement as FFT1/Squad Boss. 2. Eligible to become a CRWB Trainee once above requirements are met. 3. Complete S-230, S-290, and ICS-200. 4. Firefighter becomes a CRWB Trainee. 5. Complete Annual RT-130 training. 6. Pass annual Work Capacity Fitness Test (Arduous). 7. As a CRWB Trainee, work on at least three (3) training/evaluation assignments on Type 4, 3, 2, or 1 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on Type 4, 3, 2 or 1 incidents and complete the CRWB task book. This meets requirement for satisfactory position performance as a CRWB. 8. Firefighter becomes certified as a CRWB.

* Position Task Books for firefighter certification may be initiated prior to attending classroom training.

D.1.6 FIREFIGHTER TRAINING PROVIDERS

To ensure sufficient wildland fire training opportunities are available for private sector contractors who participate in firefighter crew contracts or agreements, and that this training meets or exceeds National Wildfire Coordination Group (NWCG) standards, the Pacific Northwest Wildfire Coordination Group (PNWCG) and the Northern Rockies Coordinating Group (NRCG) have entered into Memorandums of Understanding (MOUs) with training providers.

Information about MOUs with the PNWCG is available at:

www.fs.fed.us/r6/fire/pnwcg/

Information about MOUs with the NRCG is available at:

<https://www.fs.usda.gov/r1>

All other Geographic Areas that do not have valid MOUs will be addressed on a case by case basis.

D.1.7 SAFETY STANDARDS, PERSONNEL REQUIREMENTS, PERSONAL PROTECTIVE EQUIPMENT, WORK/REST, DRIVING, AND LENGTH OF ASSIGNMENT GUIDELINES

The following minimum standards shall always be upheld. The Contracting Officer or their designated representatives will consider individuals who cannot meet these minimum requirements as UNSAFE and may remove the individual or, if necessary, the entire crew from the work site in accordance with the terms of this agreement.

(a) HEAT STRESS

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

(b) SMOKE AND CARBON MONOXIDE

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

(c) "SIX MINUTES FOR SAFETY" TRAINING

It is recommended that daily "Six Minutes for Safety" training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season.

(d) SEAT BELTS

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

(e) PERSONAL PROTECTIVE EQUIPMENT

Contractor is responsible for ensuring all personnel arrive at the incident fully outfitted with the proper Personal Protective Equipment (PPE) as prescribed in this section and fully prepared to perform under the terms of this Agreement. Contractor shall be responsible for ensuring that PPE is operable and maintained in good repair throughout the duration of any assignment. Protective clothing will be maintained in good repair and be cleaned at enough intervals to preclude unsafe working conditions. If the T2C, upon arrival or during the incident does not have the required PPE, the T2C will be considered noncompliant.

Contractor is responsible for ensuring that all personnel arrive with the following PPE:

(1) **BOOTS:** Leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).

(2) **Wildland Firefighter's Helmet - (NFPA) 1977 compliant helmet.**

Or

Equivalent hardhat meeting ANZI Z89.1-2003 Type 1, Class G or ANSI Z89.1-2009 Type 1, Class G

All helmets must be equipped with a chin strap.

(3) **GLOVES:** One pair of heavy-duty leather work gloves.

(4) **EYE PROTECTION:** One pair (must meet standards ANSI Z87.1, latest edition).

(5) **HEARING PROTECTION:** Use hearing protection whenever sound levels exceed 85 dB, i.e. during chainsaw operation.

(6) **HEAD LAMP:** With batteries and attachment for mounting to hard hat.

(7) **CANTEEN or CONTAINER:** At least two (2) quart size canteens full of water, four (4) is recommended.

(8) **FIRE SHELTER (M-2002):** One per person (must be manufactured in accordance to FS specification 5100-606 and certified by Underwriters Laboratory (UL)). Fire Shelter information at www.NIFC.gov/fireShelt/fshelt_main.html or contact US Forest Service Missoula Technology and Development Center at 406-329-3900.

(9) **FLAME RESISTANT CLOTHING:** A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must:

- Self-extinguish upon removal from a heat source.
- Act as an effective thermal barrier by minimizing conductive heat transfer.
- Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
- Be manufactured from flame resistant material such as; aramid (Nomex™), para-aramid (Kevlar®) or other similar fabric.

Note: It is recommended that firefighters wear a short-sleeved t-shirt, underwear, and socks under flame resistant clothing. T-shirt, underwear, and socks should be made of 100% cotton, wool, or a 100% flame resistant blend of fibers.

(f) FIRELINE LEADERSHIP COMMUNICATIONS SKILLS

All personnel in leadership positions such as Crew Bosses and Squad Bosses, as well as radio operators must be able to communicate fluently at a conversational level in English.

Specifically:

- All radio communication on tactical, command, and air-to-ground frequencies will be in the English language.

- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read, write, and speak English enough to understand and communicate in English. All supervisors must also be able to communicate in the language of the personnel they directly supervise.

(g) INCIDENT IDENTIFICATION/ QUALIFICATION CARD

Each firefighter must carry a photo identification card issued annually by the Contractor for whom the firefighter is working. Information on the card must include:

- Name of the firefighter typewritten or printed.
- Photograph of the person, recent digitized photograph, like the size and clarity of a state issued driver's license,
- A unique employee number (not their social security number),
- Firefighter's full legal name,
- List of position(s) for which the firefighter is qualified and date of qualification(s),
- Seasons of experience,
- English language proficiency, (See Section D.1.7(f) and Exhibit D.7)
- Date the firefighter passed the Work Capacity Fitness Test,
- Date the firefighter completed Annual Fireline Safety Refresher training,
- Color Coded indication of firefighter's experience/qualifications,
 - Yellow for firefighters with less than one season experience
 - Red for firefighters with one season or more experience
 - Blue for Supervisory, FFT1 Squad Boss and Crew Boss

The Contractor must sign the firefighter's identification card certifying that the individual has met all the training requirements of this Agreement. In addition, each crewmember must also carry a Government issued photo identification, such as a state driver's license, passport, state identification card, etc. always.

(h) PHYSICAL DEMANDS

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

All personnel shall have passed the Work Capacity Fitness Test (WCFT) at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in less than 45 minutes. Copies of the publication titled "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Government reserves the right to monitor the administration of any classroom instruction, and WCFT administered for compliance with "Work Capacity Fitness Test Instructor's Guide." The Contractor(s) must provide proof that their employee(s) has/have met this requirement upon request.

(i) WORK/REST, DRIVING, AND LENGTH OF ASSIGNMENT GUIDELINES

Information on current work/rest guidelines, length of assignment, days off and other fire business management information can be found in the Interagency Incident Business Management Handbook. (PMS 902, NFES 2160) Use of cellular phones, global positioning systems, or other handheld electronic devices while driving is prohibited.

D.1.8 CREW AIR TRANSPORTATION

Crews dispatched by the Government may be required to fly by Government provided, or commercial transport to the fire location. When T2C are transported by commercial air, the Government shall reimburse the Contractor for air transportation costs in accordance with Section C.25.2 The Contractor will be notified that the crews are to be transported by air at the time the Government dispatcher places the Resource Order Request. When this occurs, the following rules MUST be adhered to.

(a) GENERAL CREW INFORMATION

- (1) If crews are required to be air transported, crews DO NOT come with hand tools. (Refer to National Mobilization Guide NFES-2092).
- (2) All equipment will be inspected and weighed at the time of mobilization to ensure adherence to safe transporting procedures. NO combustible materials in motorized equipment, containers or fuses may be loaded aboard aircraft.
- (3) Crews transported by air under these provisions must wear clean clothing while traveling aboard aircraft(s) both to and from each fire location.

(b) CREW MANIFESTS, WEIGHT POLICY, AND GEAR FOR ALL PERSONNEL

- (1) All crew personnel transported by aircraft must conform to the following limitations:
 - (i) Crews will be limited to a maximum of 20 people per crew.
 - (ii) All personnel mobilized and demobilized will be identified on a Passenger and Cargo Manifest Form (Form SF-245). All crew leaders or crew representatives will always maintain a MINIMUM of four (4) accurate copies of this form. Crewmember weights will be displayed separately from baggage and equipment weights on manifest.
 - (iii) Crewmembers are limited to:
 - (A) One (1) frameless soft pack NOT TO EXCEED 45 pounds.
 - (B) Web gear or briefcase (not both) NOT TO EXCEED 20 pounds.
 - (iv) MAXIMUM allowable crew weight, INCLUDING EQUIPMENT is 5,300 pounds.

D.1.9 DESIGNATED DISPATCH POINT

The Designated Dispatch Point (DDP) is the physical address provided by the Contractor where the T2C personnel and equipment must be located to be available for dispatch. The DDP must be located within the maximum air mileage radius identified in the Schedule of Items Section B.3 for each Host Unit Coordination Center. Contractors may not change their DDP without prior written approval from the Contracting Officer. Unauthorized, unilateral relocation of a T2C

(fire chasing) is prohibited. Contractors that have unilaterally relocated their T2C may be suspended at no cost to the government.

D.1.10 AVAILABILITY

The Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Interagency Resource Ordering Capability (IROC) system. When resources are unavailable, the resources will not be eligible for dispatch under this Agreement. The Contractor is responsible to ensure that all contact info (24 hr. phone number and DDP address) are the most current and up to date in the IROC system.

D.1.11 PROPERTY

(a) ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

(1) At the Government's discretion the following incidental Consumable Goods may be provided at no cost to the Contractor when under hire:

- one-quart plastic canteens
- plastic sheeting
- replacement batteries for radios and/or headlamps

(2) The Government will reimburse the Contractor for Contractor-owned equipment that the Government retains for its use after Contractor's departure from the incident. Requests for retention by the Government of Contractor-owned equipment must be documented and approved by the appropriate operational supervisor.

D.1.12 INFORMATION TO BE PROVIDED TO THE INCIDENT BY CONTRACTOR

(a) PASSENGER AND CARGO MANIFEST

At the time of arrival at the incident, the Contractor shall provide a complete Passenger and Cargo Manifest (SF-245) to the Finance Section and to the Planning Section or Status Check-In, listing the Contractor's name, agreement number, each crew member's complete name, and departure time from point of dispatch. The Contractor must provide a new manifest when any change in personnel occurs. The new manifest must be submitted by the next operational period. (See Exhibit D.3)

(b) AGREEMENT INFORMATION

The Contractor shall always carry a minimum of two copies of this Agreement. The Contractor shall furnish a copy of the Agreement information, including the awarded Schedule of Items to the Finance Section or user unit upon request.

D.1.13 LAUNDRY SERVICE

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

D.1.14 CAMPSITE

A designated campsite may be provided by the Government upon arrival of the T2C at the incident. The Contractor is responsible for ensuring that all their personnel arrive with equipment to suit the conditions. Such as tents, shelters, ground cloths, and sleeping bags. If available, food, drink, and shower facilities are provided at the incident at no charge (See Sections C.25.1 (h) - (i) and C.14).

D.1.15 COMMISSARY

When authorized by the Contractor, the Contractor's employees will be permitted to use the Commissary when one is available.

D.1.16 TIMEKEEPING

Time will be recorded by the Government agent responsible for ordering and/or directing use of each T2C. Time will be recorded to the nearest quarter hour.

Travel time shall be measured using the most direct route taken from Google Maps rounded up to the nearest 15 min increment multiplied by a factor of 1.1 (110%). (The additional 10% is provided to compensate for travel conditions that Google Maps does not take into consideration)

D.1.17 COORDINATION

The Crew Boss is the designated representative for the T2C on an incident regarding all matters pertaining to this agreement.

D.1.18 FIRST AID, EMERGENCY EVACUATION, AND ACCIDENTS

(a) The Government may provide first aid, but any costs associated with further medical treatment will be the responsibility of the Contractor. If Contractor personnel are injured on the fireline, the Government may evacuate the injured person(s). If Contractor personnel are in camp with an illness or injury and require transport to a medical facility/hospital, the associated cost of ground transport will be at the Contractor's expense. If the Government determines that the injury is life threatening and requires Life Flight, associated costs will be paid by the Government.

(b) Contractor shall provide the Crew Boss with an adequate supply of appropriate insurance forms, insurance ID cards, and other documents necessary to facilitate medical treatment of Contractor personnel. Such documents must accompany the injured person(s) when a medical need arises.

D.1.19 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

When directed by the incident, the Contractor shall clean their vehicle(s) to remove noxious weed seeds. Time spent by the Contractor performing this task is considered on-shift time. The Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

D.1.20 VEHICLE IDENTIFICATION

Contractor vehicles shall have external identification. The identification must be located on front driver side and passenger side doors. At a minimum, the identification must include Contractor's company name. Recognizable company logos that include the Contractor's company name are enough for this requirement.

D.1.21 PROHIBITED MARKING

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

D.1.22 PRE-USE INSPECTION

The Government reserves the right to conduct pre-use inspections of Contractors equipment and personnel for compliance with Agreement specifications and conditions. All inspections will utilize the form in Exhibit D.4 Handcrew Inspection Form.

D.1.23 INCIDENT INSPECTION

The Government reserves the right to perform inspections to ensure compliance with agreement requirements at any time during the agreement period. Exhibit D.4 provides a copy of the Handcrew Inspection Form and form OF-296 Vehicle/Heavy Equipment Safety Inspection Checklist which may be used as needed when inspection is performed. If the T2C does not pass inspection at the incident or designated inspection station, it will be considered noncompliant. The Contractor may be given 24 hours, or a timeframe designated by a Government representative to bring the T2C into compliance. The agreed upon timeframe identified by the Government shall be stated on an FS-6300-12, Work Order and Notice of Noncompliance, and a copy of the form shall be forwarded to the Contracting Officer immediately.

D.1.24 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the T2C becomes noncompliant after acceptance at the incident; the Contractor may be given 24 hours (or a timeframe designated by a Government Representative) to bring the T2C into compliance. The timeframe identified shall be stated on a Work Order and Notice of Noncompliance form (FS-6300-12). A copy of the form shall be forwarded to the Contracting Officer immediately.

(a) CREW STRENGTH

(1) The Government prefers that all T2C are always comprised of a total of 20 persons. However, prior to mobilization, the Government may elect to accept a T2C of not less than 18 and no more than 20 crewmembers. If the Contractor agrees to add additional crewmembers to bring the T2C up to the Agreement standard of 20 persons (or the crew size agreed upon in writing at time of dispatch); crew size must be met within 24 hours, (or a timeframe designated by a Government Representative). Travel time to the incident will not be paid for additional crewmembers necessary to complete a 20-person crew.

(2) If the Contractor is unable to bring crew strength to 20 persons (or the crew size agreed upon in writing at time of dispatch) within the timeframe designated by a Government Representative, the Government may, at its discretion, accept the T2C notwithstanding the fact that it is under strength. Crew size shall always consist of no

less than 18 and no more than 20 crewmembers. If the T2C is accepted under this subsection, Point of Hire becomes the incident for the entire T2C. No travel time to the incident or return to the DDP shall be paid.

(3) If an under strength T2C is reassigned by the Government to another incident, the Government will pay travel time from incident to incident and return to Point of Hire or DDP, whichever is closer.

(b) CREW VEHICLES

(1) The Government reserves the right to conduct safety inspections of Contractor vehicles at any time while under hire. If Contractor's vehicles have recently passed safety inspection by another Cooperator Agency, the Contractor may provide the inspection documentation and the Government may choose to accept the results of the recently passed inspection.

(2) Initial inspection upon arrival at an incident could result in a determination that a Contractor's vehicle is unsafe for operation. If this occurs, the vehicle will be removed from service and will be considered noncompliant. The T2C may be demobilized from the incident and/or suspended if Agreement requirements are not met. At the discretion of the Government Representative at the incident, the Contractor may be allowed to bring the vehicle into compliance or replace it within 24 hours, or within the timeframe identified by the Government Inspector. The timeframe identified shall be documented on a Work Order and Notice of Noncompliance form (FS-6300-12). A copy of this documentation shall immediately be forwarded to the Contracting Officer and designated Contracting Officer's Representative (COR).

(3) If the noncompliant vehicle is not brought into compliance or replaced within the timeframe identified, the Government may elect to retain the T2C for continued service and provide the crew with transportation; in which case, the point of hire will become the incident and any additional ground transportation costs will be deducted from the Contractor's invoices.

D.1.25 QUALITY CONTROL/SAFETY/TRAINING PLAN

Quality Control Plan – A Quality Control Plan shall explain how Agreement requirements are always met. This plan shall demonstrate a clear understanding and implementation of the following:

- Specific quality control procedures that will be followed. List methods and schedules for self-inspections.
- Techniques that will be used to ensure Key Personnel follow the quality control procedures and results are communicated to the crew.
- Records shall be kept documenting self-inspections and corrective or preventative actions taken and include copies of the self-inspection forms/checklists that will be used.

Safety Plan – A Safety Plan shall indicate a commitment to and an understanding of the full range of safety issues that will be confronted throughout the performance of work required under this Agreement. At a minimum the following shall be addressed:

- Details of drug testing programs or procedures to be utilized to insure a drug-free workforce and workplace.
- How the work/rest guidelines for the agreement will always be met.
- How the risks associated with fatigued drivers will be mitigated.

Training Plan – A Training Plan shall indicate how training and records keeping will be accomplished. At a minimum the following shall be addressed:

- How training will be provided to employees, what training is included (i.e. annual ethics, substance abuse, harassment free workplace, etc.). When and where the training will take place.
- A system of records which should contain, but is not limited to, the copies of employees training certificates, tasks books, incident qualification cards and experience records.
- How the English-speaking requirement of the agreement will be met and how productive interface with incident personnel will be accomplished.

NOTE: An approved Quality Control/Safety/Training Plan shall be submitted within 30 days from award of an agreement. Ability to perform under this agreement is not allowable until approval is received from the Contracting Officer.

EXHIBIT D.2 DEFINITIONS FOR TYPE 2 FIREFIGHTER CREWS

ACRONYMS

CO	Contracting Officer
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Reporting System
DDP	Designated Dispatch Point
FAR	Federal Acquisition Regulation
GACC	Geographical Area Coordination Center
HUCC	Host Unit Coordination Center
IA	Initial Attack
ICS	Incident Command System
IROC	Interagency Ordering Resource Capability
NICC	National Interagency Coordination Center
NWCG	National Wildfire Coordinating Group
PPE	Personal Protective Equipment
T2C	Type 2 Crew

AGENCY - A Government organization which, for the practical purposes of this Agreement, is one of the land use agencies listed under GOVERNMENT. (See Section C.24 (a))

AGENCY COOPERATOR - Government entities, including federal, state, and local, available and authorized through Cooperative Agreement to assist the United States Forest Service.

AIR MILE – A nautical mile used as a measure of distance flown by aircraft.

ALL-HAZARD - Non-fire incidents which utilize ICS organizations to mitigate conditions or damages resulting from natural or manmade disasters. Hurricanes and floods are examples of all-hazard incidents.

CAMP SITE - A Government designated site for overnight stay, defined as a place that shall be relatively secure from intrusion and suited for pitching a tent and sleeping. Potable water and latrine facilities are provided by the Government.

CONTRACTING OFFICER (CO) - Government personnel with authority to enter into, administer, and/or terminate contracts/agreements and make related determinations and findings.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) - An individual designated by the Contracting Officer to serve as the on-site representative in matters dealing with contract/agreement administration. The duties and responsibilities of the COR are defined in the written letter of designation issued by the Contracting Officer.

CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) - Contractor past performance database used by Federal Agencies to document and access Contractor past performance information. Managed by the Naval Sea Logistics Center Portsmouth.

DANGER/HAZARD TREE INDICATORS - (reference NWCG 6 minute for safety. "Hazard Tree Indicators").

- Trees burning for any period of time
- High risk tree species (rot and shallow roots)

- Numerous downed trees in the area
- Dead, broken, or burning tops and limbs overhead
- Accumulation of downed limbs
- Fungus or growth of decay species on the tree
- Cavities or evidence of woodpecker damage
- Forked tops, multiple tops, and/or uneven branch distribution
- Absence of needles, bark or limbs
- Leaning or hung-up

HOST UNIT - The land within the DESIGNATED DISPATCH POINT (DDP) - Physical address where the T2C must be located to be considered for an order.

GEOGRAPHIC AREA COORDINATION CENTER (GACC) - Each GACC is located within political boundaries designated by the wildland fire protection agencies, where these agencies work together in the coordination and effective utilization of resources within their boundaries. The GACCs act as focal points for internal and external resource requests not filled at the local level. There are eleven GACCs, each regionally located throughout the U.S.

GOVERNMENT - United States Department of Agriculture - Forest Service (USFS), United states Department of Interior - National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS).

boundaries of the Host Unit Coordination Centers identified in the Schedule of Items.

HOST UNIT COORDINATION CENTER (HUCC) - Agency or Interagency Dispatch Center that dispatches for the Host Unit and may dispatch for other agencies or other units.

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

INCIDENT COMMAND SYSTEM (ICS) - Flexible, scalable response organization that provides a common framework organizational structure, management hierarchy, and procedures designed to improve response operations temporary emergency incident(s) of any size, type, and complexity.

INCIDENT CONTRACT PROJECT INSPECTOR – A Incident Contract Project Inspector (ICPI) has certain limited authorities to administer a contract/agreement and assists the COR primarily with on-site inspections for compliance and monitoring of performance.

INTERAGENCY RESOURCE ORDERING CAPABILITY (IROC) - A dynamic, modern, flexible and scalable application that aligns with interagency business needs for resource ordering for all hazard incidents.

MEAL ALLOWANCE - An allowance paid as per Section C.25.1 (h) by the Government to partially compensate the Contractor for meals when food and drink is not supplied by the Government.

NATIONAL WILDFIRE COORDINATING GROUP (NWCG) - Group made up of representatives from the U.S. Forest Service, Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS), Federal Emergency Management Agency (FEMA), U.S. Fire Administration, State forestry agencies through the National Association of State Foresters, and the Intertribal Timber Council. NWCG coordinates programs of the participating wildfire management agencies. The group provides a formalized system of standards for training, equipment, qualifications, and other operational functions that guide the requirements for fire suppression and all-hazard incidents.

<http://www.nwcg.gov/>

NATIONAL INTERAGENCY COORDINATION CENTER (NICC) - The focal point for coordinating the mobilization of resources for wildland fire and other incidents throughout the United States. Located in Boise, Idaho, the NICC also provides Intelligence and Predictive Services related products designed to be used by the internal wildland fire community for wildland fire and incident management decision-making.

ORDERED STANDBY - Compensable time when a resource is held, by direction or orders, in a specific location fully outfitted and ready for assignment.

OPERATIONAL PERIOD - Equal to one shift, an operational period is assumed to be 12 hours in fire suppression mode.

POINT OF HIRE - Contractor's place of business or where T2C is located at time of dispatch.

PROPERTY -

- Accountable Property. Items with a purchase price of \$5,000 or more, or items that the Incident Agency considers sensitive (e.g., cameras, chainsaws) and therefore accountable for the purposes of responsible property management for the incident. This property is generally tagged with an agency identification number.
- Durable Property. Goods that are non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.
- Consumable Goods. Consumable goods are dry good items normally expected to be consumed on the incident (e.g., replacement radio and headlamp batteries, plastic one-quart canteens, and plastic sheeting). This property is not marked.

SEVERITY FUNDING - A funding authorization that agencies use to increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected due to severe fire weather conditions.

SEVERITY/PREPAREDNESS - The class of assignments that are related to pre-suppression or fire preparedness activities. Appropriate Severity/Preparedness activities are stand-by at the DDP, patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness. Work performed while on a Severity/Preparedness assignment is paid at the full fire suppression agreement rate.

FIRE SUPPRESSION - Suppression encompasses all the work of extinguishing or confining a fire, beginning with its discovery.

UNDER HIRE - Time under hire starts at the departure time agreed upon when the T2C is ordered by the Government and end by notification to the Contractor that the T2C is released.

USER UNIT - The agency unit under whose authority work is ordered and performed, responsible for providing direct incident management to a given area pursuant to a cooperative agreement, contract/agreement, or other authority.

EXHIBIT D.3 HANDCREW MANIFEST FORM

HANDCREW MANIFEST FORM									
ORDERING UNIT		INCIDENT NAME			INCIDENT NUMBER			RESOURCE NUMBER C-	
CONTRACTOR				DESIGNATED DISPATCH LOCATION					
CONTRACTOR REPRESENTATIVE			REPORT TO:			IF DELAYED, CONTACT:			
DEPARTURE			INTERMEDIATE STOPS			DESTINATION			
PLACE	ETD	ETA	PLACE	ETD	ETA	PLACE			
EMPLOYEE NAME (Last, First)		M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYER CLASS	EXPERIENCE Blue-Red-Yellow (B_R_Y)		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

DRIVER and VEHICLE INFORMATION

Driver Name (Last, First) MSPA Exp. Date	Driver Name (Last First) MSPA Exp. Date	Vehicle Make / Model	Year	Vehicle License No.
Contractor Representative Name (Print)		Date	Contact Phone Number	

EXHIBIT D.3- Continued

HANDCREW EQUIPMENT MANIFEST				
Required Hand Tool Combination – All Crew Types Tools must be serviceable and maintained in good repair. Additional equipment must be shown on manifest. Use separate form if necessary.				
REQUIRED HAND TOOL COMBINATION			Required	Pre-Use
Combination: Hazel Hoe - Combi Reinhardt - McLeod	3 lb. Head	36" Handle	8	
Pulaski	3 ¼ lb. Head	36" Handle	10	
Shovel	Size 0 or 1 Round Point	Long Handled	8	
First Aid Kit	10-person, Belt Type, Meeting OSHA Standards		2	
Drip Torch	With Fuel. Permanently cast or engraved with UN standard		4	
Power Saw (N/A for T2Cs)	With Gas and Oil	Minimum 24" bar 3.44 Cubic Inch Motor	3	
Chain Saw Kit (N/A for T2Cs)	Chaps, Extra Chain, Srench, File, Falling Axe and Falling Wedges		3	
Backpack Type Leaf Blower (Region 8)	Power - 2.0 kW/2.7 hp - Displacement - 40.2 cm/2.5 cu. inch or greater. Air Volume at Tube-340 CFM or greater. Air Volume at Housing – 589 CFM or greater. Minimum Air Velocity – 175 MPH or greater.		3	
Fire Rake (Region 8)			10	
POWER SAWS – 3 Required Per Crew (Not applicable to T2Cs)				
MAKE	MODEL	SERIAL NUMBER		
PROGRAMMABLE RADIOS Including Cloning Cable (4 Required Per Crew)				
MAKE	MODEL	SERIAL NUMBER		
ADDITIONAL EQUIPMENT				
PERSONAL PROTECTIVE EQUIPMENT Per Crew Member			Pre-Use	
			Yes	No
BOOTS: Leather, lace-up. Minimum 8" High with Lug Soles. (Steel toed boots are not acceptable)				
HELMET: Wildland Firefighter's Helmet- listed in a current or past edition of the GSA Wildland Fire Equipment Catalog Or hardhat meeting (NFPA) 1977 or equivalent hardhat meeting ANSI Z89.1-2003/2009 Type 1 Class G				
GLOVES: One pair, heavy-duty leather.				
EYE PROTECTION: One pair, meets standards ANSI Z87, latest edition.				
HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB				
HEADLAMP: With Batteries and Attachment for Helmet.				
FLAME RESISTANT CLOTHING – 2 sets per person (shirt and pants)				
CANTEEN: One-Quart size Canteen. Full of water, one is required, two are recommended.				
FIRE SHELTER: National Fire Protection Association (NFPA) approved.				

EXHIBIT D.4 HANDCREW INSPECTION FORM PAGE 1 OF 4

HANDCREW INSPECTION FORM				
DATE:	PASS: <input type="checkbox"/>	FAIL: <input type="checkbox"/>	REMEDY: NOTICE OF NONCOMPLIANCE ISSUED AND COPY SENT TO CONTRACTING OFFICER <input type="checkbox"/>	
CONTRACTOR (Include # Identifier)	CONTRACT/AGREEMENT NO	RESOURCE ORDER NUMBER C-	CREW SIZE	
INCIDENT NAME	INCIDENT NUMBER	POINT OF HIRE		
HOST UNIT DISPATCH CENTER	CREW HOURLY RATE \$	WORK/REST INFORMATION DATE of Last Day Off for Entire Crew		
PRE-USE INSPECTION				
INSPECTOR:	HOME UNIT:	PHONE NO:		
CONTRACTOR REPRESENTATIVE: (Print)		PHONE NO:		
CONTRACTOR REPRESENTATIVE: (Signature)		TITLE:		
CREW BOSS and INSPECTOR CHECK LIST			YES	NO
RESOURCE ORDER				
CREW MANIFEST				
COPY OF CONTRACT/AGREEMENT				
CONTRACT/AGREEMENT AWARD INFORMATION INCLUDING SCHEDULE OF SERVICES				
LANGUAGE REQUIREMENT – CREW BOSS AND SQUAD BOSSES must be able to Speak, Read /Understand & Write English and be Fluent in the Language of Crew or Squad they are assigned to.				
PERSONNEL ID CARDS				
FEDERAL OR STATE PICTURE ID'S				
CURRENT STATE DRIVER LICENSES				
CURRENT MSPA CERTIFICATIONS				
EQUIPMENT MANIFEST				
INSURANCE MEDICAL FORMS				
EXTERIOR CREW IDENTIFICATION ON SUPPORT VEHICLE DOOR PANELS				
VEHICLE INSPECTION FORM OF-296 – One for Each Support Vehicle – Signed by Government Representative				
NWCG MINIMUM CREW STANDARDS FOR MOBILIZATION				
Crews are Not to be Considered Type 2 IA Unless Under Contract/Agreement As Such				
MINIMUM STANDARDS	NATIONAL TYPE 2 IA CREW QUALIFICATIONS <input type="checkbox"/>	TYPE 2 CREW QUALIFICATIONS <input type="checkbox"/>		
Fire Line Capability	Initial attack; Crew can be broken into Squads; fireline construction; firing to include burnout	Initial attack/ fire line construction, firing to include burnout		
Crew Size	18 – 20 Persons	18 – 20 Persons		
Leadership Qualifications	CRWB & Squad Bosses – Bosses shall be ICT5 qualified	CRWB and 3 FFT1 Squad Bosses		
Experience	20% of the crew shall have one season or more experience	20% of the crew shall have one season or more experience		
Full Time Organized Crew	Mandatory Availability Period only, as required in Schedule of Services	When statused as available		
Communications	4 Programmable Radios	4 Programmable Radios		
Sawyers	3 Qualified at all times	None		
Training	Basic firefighter training and/ or annual firefighter safety refresher	Basic firefighter training and/ or annual firefighter safety refresher		
Fitness	Arduous	Arduous		
Maximum Weight	5,300 lbs.	5,300 lbs.		
Dispatch Availability	Available during Mandatory Availability Period or as per status in IROC	Available during Mandatory Availability Period or per status in IROC		
Production Factor	0.8 (see Fireline Handbook 410-1)	0.8 (see Fireline Handbook 410-1)		
Transportation	See Contract/Agreement for Crew Ground and Air Transportation	See Contract/Agreement for Crew Ground and Air Transportation		
Tools & Equipment	Contractor Supplied	Contractor Supplied		
Personal Gear	Contractor Supplied	Contractor Supplied		
PPE	Contractor Supplied	Contractor Supplied		

EXHIBIT D.4 – Continued Page 2 of 4
VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST

GENERAL EQUIPMENT INFORMATION	
1. INCIDENT NAME/NO.	2. RESOURCE ORDER NO.
3. CONTRACTOR NAME	
4. AGREEMENT NO.	5. EXPIRATION DATE
6. MAKE/MODEL	7. EQUIPMENT TYPE
8. VIN/SERIAL NO.	9. LICENSE NO./STATE

Section I—HEAVY EQUIPMENT	Acceptable	
	YES	NO
1. ROPS, roll-over protection system: Manufacturer-approved system secured to mainframe of tractor. Must include approved seat belts. *		
2. Gauges and lights: mounted and function properly. *		
3. Battery: check for corrosion, loose terminals, and hold downs.		
4. Engine running: check oil pressure, knocks and leaks.		
5. Sweeps, deflectors, safety screens, glass. *		
6. Steering components: tight, free of play. *		
7. Brakes: damaged, worn or out of adjustment. *		
8. Exhaust system: equipped with a USFS-qualified spark arrester unless turbocharged. *		
9. Fuel system: free of leaks and damage. *		
10. Cooling system: full, free of leaks and damage. *		
11. Fan and fan belts: check for proper tension. No fraying/cracks.		
12. Engine support, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf. *		
13. Belly plate, radiator guards: securely mounted and free from debris. *		
14. Final drive, transmission and differential: check for dripping.		
15. Sprocket and idlers: crack in spokes, sharp sprocket teeth, no welds.		
16. Tracks and rollers: no broken pads, looserollers, broken flanges. Grouser height 1-1/4" min. *		
17. Dozer and assembly: trunnion bolts missing, cracks. *		
18. Rear hitch (drawbar): serviceable, safe.		
19. Body and cab condition: describe dents and damage.		
20. Equipment cleanliness: all areas free of flammable materials, noxious weeds, and invasive species.		
21. All hydraulic attachments: operate smoothly and all cylinders hold at extension; hose, lines, and pumps have no excessive wear and/or leaks.		
22. Backup or travel alarm (minimum 87 db). *		
23. Oil level and condition: full and clean.		

Section II—ATTACHMENTS/PUMP/CHAINSAW/OR OTHER (Specify)	Acceptable	
	YES	NO
1. No missing/broken components, no loose hardware.		
2. Sufficient fluid levels (oil, coolant, etc.)		
3. Cutting bar: straight, chain in good condition.		
4. Cutting teeth: sharp, good repair.		
5. Pump: builds pressure, no water or oil leaks.		
6. Engine starts, idles, and shuts off with switch.		

Section V—REMARKS
(Describe all unsatisfactory items and identify by line number)

10. PRE-USE INSPECTION
<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected MILES/HRS _____ DATE _____ TIME _____ Inspector's printed name _____ Title _____ Inspector's signature _____

Section III—LIABILITY
The purpose of this checklist is to document pre-existing vehicle/equipment condition and to determine suitability for incident use. I hereby acknowledge full responsibility and liability for the operation and mechanical condition of the vehicle/equipment described herein.
Operator's printed name _____ Title _____
Operator's signature _____ Date _____

Section IV—TRANSPORT OR SUPPORT VEHICLES	Acceptable	
	YES	NO
1. "DOT" or CVSA inspection in the last 12 months(if required). *		
2. Gauges and lights: mounted and function properly. *		
3. Seat belts: operate properly for each seating position. *		
4. Glass and mirrors, no cracks in vision. *		
5. Wipers, washers, and horn operate properly. *		
6. Clutch pedal: proper adjustment (if applicable).		
7. Cooling system: full, free of leaks and damage.		
8. Fluid levels (e.g. oil) and condition: full and clean.		
9. Battery: check for corrosion, loose terminals and hold downs.		
10. Fuel system: free of leaks and damage. *		
11. Electrical system: alternator and starter work.		
12. Engine running: check oil pressure, knocks, and leaks.		
13. Transmission: check for leaks.		
14. Steering components: tight, free of play. *		
15. Brakes: damaged, worn or out of adjustment. *		
16. 4-Wheel drive: check transfer case, leaks (if applicable).		
17. Drive line U-joints: check for looseness.		
18. Suspension systems: springs, shocks, other. *		
19. Differential(s): check for leaks.		
20. Exhaust system: no leaks under cab or before turbo. *		
21. Frame condition, body/bed properly attached. *		
22. Tires/wheels (including spare and all changing equipment) sufficient load rating, tread depth, no major damage. *		
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23.		
24. Emergency equipment required. *		
Fire extinguisher _____ Spare fuses _____ Reflectors _____		
25. Operator(s) properly licensed. † Expiration Date _____		
State _____ License No. _____ Class _____		
Endorsement _____ Med. Cert. Expiration Date _____		

11. RELEASE
<input type="checkbox"/> No Damage/No Claim MILES/HRS _____ DATE _____ TIME _____ Operator's printed name _____ Title _____ Operator's signature _____ Date _____ Inspector's printed name _____ Title _____

Contractor _____ Resource Order No. _____

EXHIBIT D.4 – Continued Page 3 of 4

Section IV - Transport and Support Vehicles

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

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

2. Gauges and Lights (393.82, 393.11)

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

3. Seat Belts (393.93)

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

4. Glass and Mirrors (393.60, 393.80)

- Any discoloration not applied by the manufacturer for reduction of glare.
- Any windshield crack over 1/4" wide.
- Any crack less than 1/4" wide that intersects with any other crack.
- Any damage 3/4" or greater in diameter.
- Any 2 damaged areas closer than 3" to each other.
- Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- Any required mirror broken.

5. Wipers and Horn (393.78, 393.81)

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

10. Fuel System (393.65, 393.67)

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

14. Steering (393.209)

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

15. Brakes (393.40-393.55)

- Brake system has any deficiencies as described in FMCSA.
- Brake system has any missing, loose, broken, out of adjustment or worn out components.
- Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- Brake system has any air or fluid leaks.

18. Suspension Systems (393.207)

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

20. Exhaust (393.83)

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

21. Frame (393.201)

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

22. Tires and Wheels (393.75, 393.205)

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

24. Emergency Equipment (393.95)

- Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use.
- Spare fuses or other overload protective device.
- Warning devices for stopped vehicles.

25. License (383.23, 391.41)

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

IN ADDITION TO THE ABOVE:

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

The inspector shall inspect for compliance with the FMCSA, State and Local laws and regulations. Therefore, the Inspector must ACCEPT or REJECT all equipment he/she inspects.

EXHIBIT D.4 – Continued Page 4 of 4

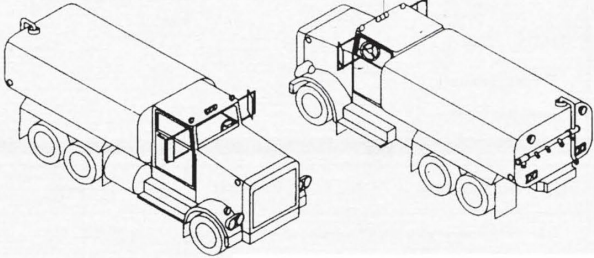
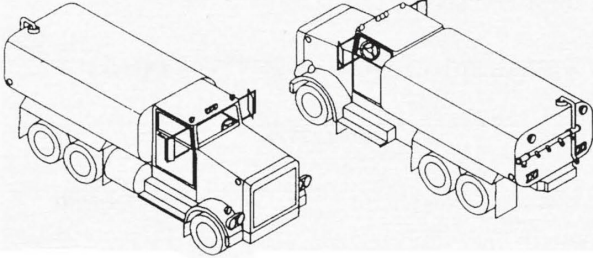
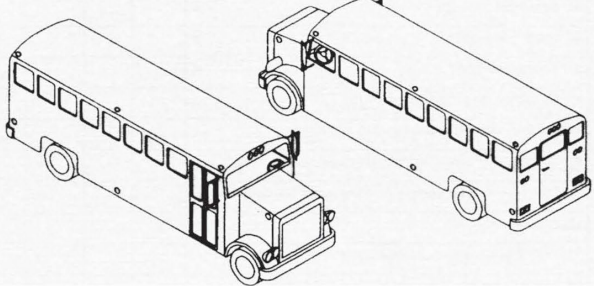
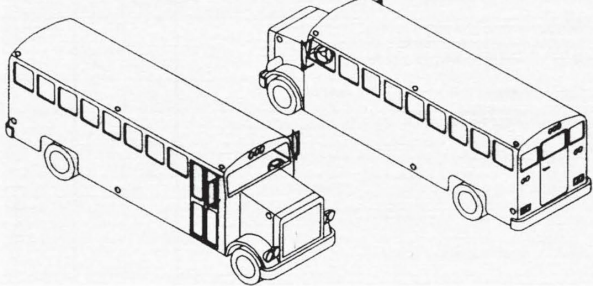
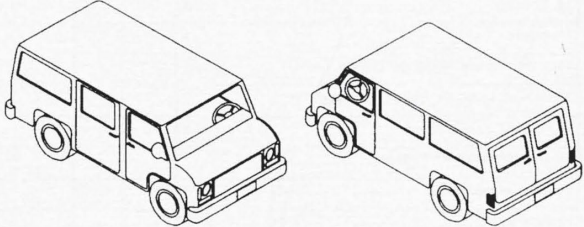
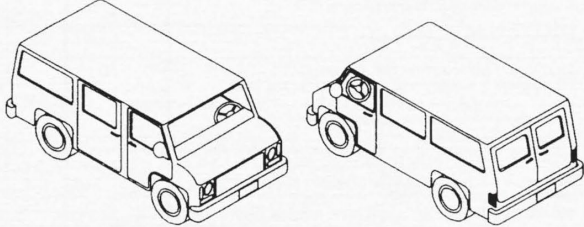
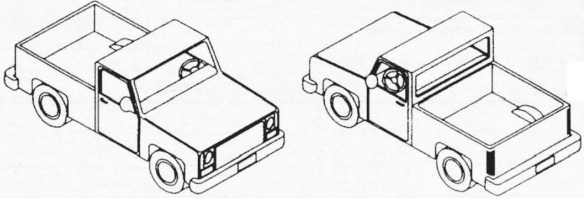
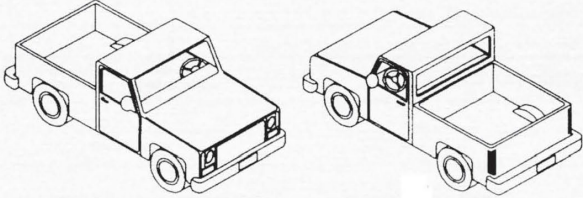
Section IV, Item 23 - Truck, Bus, Van, Pickup, Body Condition Inspection	
Pre-Use Inspection	Release Inspection
	
	
	
	
Remarks	

EXHIBIT D.5 EMERGENCY EQUIPMENT – USE INVOICE (OF-286)

1. CONTRACTOR a. name and address b. EIN/SSN: _____ c. DUNS: _____					2. INCIDENT OR PROJECT NAME					
					3. CONTRACT/AGREEMENT NUMBER (from OF-294)					
					4. EFFECTIVE DATES OF CONTRACT/AGREEMENT a. beginning _____ b. ending _____					
5. EQUIPMENT (list make, model, serial number, etc.)					6. POINT OF HIRE (location when hired)					
					7. DATE OF HIRE		8. TIME OF HIRE			
9. ADMINISTRATIVE OFFICE FOR PAYMENT					10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)					
					11. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)					
					12. RESOURCE ORDER NUMBER					
13. YEAR		14. WORK OR DAILY RATE			15. SPECIAL RATE			16 TOTAL AMOUNT EARNED (14c + 15c)	17. GUARANTEE	18 AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)
MO	DA	a. UNITS WORKED (MI/HR/DA)	b. RATE	c. AMOUNT	a. UNITS WORKED (MI/HR/DA)	b. RATE	c. AMOUNT			
19. CHARGE CODE					20. OBJECT CODE			23. GROSS AMOUNT DUE		
21. EQUIPMENT WAS <input type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: _____ TIME: _____								24. ITEM 23 FROM PREVIOUS PAGE		
22. REMARKS								25. TOTAL AMOUNT DUE		
								26. DEDUCTIONS (attach statement)		
								27. ADDITIONS (attach statement)		
								28. NET AMOUNT DUE		
29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.										
30. CONTRACTOR'S SIGNATURE					31. DATE		32. RECEIVING OFFICER'S SIGNATURE		33. DATE	
34. PRINT NAME AND TITLE					35. PRINT NAME AND TITLE					

EXHIBIT D.6 NATIONAL TYPE 2 & 2-IA CREW PERFORMANCE EVALUATION FORM

Crew Name and Number		Fire Name and Number		Crew Boss (<i>name</i>)	
Crew Home Unit and Address			Location of Fire (<i>complete address</i>)		
Crew Representative		Dates on Fire		Number of Shifts Worked	
<p>Ratings: Summarize Contractor performance and circle in the column on the right the adjective rating that corresponds to the performance rating for each rating category. The rating official shall provide comments supporting each adjectival rating assigned. *Indicate the number of shifts the crew performed Hot Line Construction. Note: To justify an Exceptional rating, you shall identify multiple significant events in each category and state how it was a benefit to the Government. However, a singular benefit could be of such magnitude that it alone constitutes an Exceptional rating. There should have been NO significant weaknesses identified.</p>					
Quality of Services	Physical Condition	Comments regarding Quality of Service: Number of Shifts for Hot Line Construction: _____			Exceptional
	*Hot Line Construction				Very Good
	Mop-Up				Satisfactory
	Use of Safe Practices				Marginal
	Crew Organization & Equipment				Unsatisfactory
Other (Specify)					
Timeliness of Performance	Specify Timeliness Issues Encountered	Comments regarding Timeliness of Performance:			Exceptional
					Very Good
					Satisfactory
					Marginal
					Unsatisfactory
Business Relations	Off line Conduct	Comments regarding Business Relations:			Exceptional
	Working with Government				Very Good
	Working with Other Contractors				Satisfactory
	Crew Boss				Marginal
	Squad Bosses				Unsatisfactory
Crew Representative					
Additional Comments Regarding Outstanding Workers, or Individuals/Areas Needing Improvement:					
Crew Boss (<i>signature & phone number</i>) This rating has been discussed with me.					Date
Rated By (<i>signature</i>)	Home Unit (<i>address & phone number</i>)	Position on Fire	Date		

ORIGINAL – CONTRACTING OFFICER, NIFC; COPY – CONTRACTOR

EVALUATION RATING DEFINITIONS (Ref Table 42-1 FAR 42.1503)

Rating	Definition	Note
(a) 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.
(b) 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 were 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.
(c) 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.
(d) 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).
(e) 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: Plus, or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change the evaluation status.

Note 2: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

EXHIBIT D.7 ENGLISH LANGUAGE PROFICIENCY EVALUATION

(a) PURPOSE OF THIS EXHIBIT

If a designated COR or Incident Contract Project Inspector inspects (ICPI) an NCC/T2C they may perform an English Language Proficiency Evaluation as part of the inspection. If the NCC/T2C does not pass inspection, the Government may suspend the NCC/T2C if compliance and re-inspection cannot be accomplished in a timely manner and with minimal cost to the Government.

The purpose of this exhibit is to provide CORs, Project Inspectors, and other Incident Management Team (IMT) personnel with a consistent method of evaluating the English language proficiency of Crew Bosses and Squad Bosses, as well as to ascertain their ability to communicate with their non-English speaking crewmembers. This exhibit is intended to be used to evaluate ALL supervisory personnel on each crew inspected regardless of ethnicity or company affiliation.

(b) EVALUATION PROCEDURES

Use the English Proficiency Evaluation Form, attached below, to evaluate the ability of crew supervisory personnel to speak AND read English. If the individual to be evaluated can provide documentation that they have already completed this evaluation successfully, the Government representative as designated by the CO, may choose to accept the previous evaluation or re-evaluate the individual at the inspector's discretion. If performance issues develop relating to an individual's ability to speak and/or read English, the Government reserves the right to re-evaluate that individual.

(1) Reading Evaluation: Select an excerpt from a wildland fire related publication or document that is three to five sentences in length that contains terminology that both a Crew Boss or Squad Boss would be expected to be familiar with. Some examples are:

- The section of the Incident Response Pocket Guide that discusses the common denominators of fire behavior on tragedy fires.
- The section of the Fireline Handbook that addresses supervision of other firefighters.
- Portions of a Safety Message or non-technical portions of a Fire Behavior Forecast from an Incident Action Plan.

Allow the individual being evaluated to read the designated material in silence (NOT OUT LOUD). When they have finished reading, give the individual a reasonable time (a minute or two) then ask the individual to explain what they have read.

(2) English Communication Evaluation: Direct the Crew Boss to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses repeat these directions in English before completing assigned commands in the language of the squad.

Example: Tell Crew Boss to instruct Squad Boss 1 to have squad members 1 & 3 retrieve a specific tool then stand in specified location. Repeat with remaining two Squad Bosses but vary tasks to prevent memorization of requested tasks.

(3) Communication in Language of Squad Evaluation: Direct Crew Boss to give different multiple commands in the language used by the squad to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands.

Example: Tell Crew Boss to instruct Squad Boss 1 to move squad to a new location immediately due to snag hazard and get ready to deploy shelters. Repeat with remaining two Squad Bosses but vary tasks to prevent memorization of requested tasks.

Upon completion of the evaluation, ensure that the evaluation form has been filled out completely. Three (3) copies of the completed evaluation form and distribute as follows:

- One copy will be given to the Crew Boss
- One copy will remain with the inspector
- One copy will be emailed to Contracting Officer: bryce.pitchford@usda.gov

ENGLISH LANGUAGE PROFICIENCY EVALUATION FORM

COMPANY NAME _____ **PARTICIPANT'S NAME** _____

CONTRACT/AGREEMENT # _____ **POSITION** _____

Has this individual's English language proficiency been evaluated previously? YES ___ NO ___

If Yes, name of the Inspector _____ Date/Location _____

Can individual listen, understand, and respond verbally in English without interpreter?
YES ___ NO ___

READING EVALUATION

Can individual read English? YES ___ NO ___

Document Used? IAP ___ FHB ___ IRPG ___ SA ___ OTHER: Specify _____

ENGLISH COMMUNICATION EVALUATION

Direct CRWB to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands in the language of the squad.

Were Squad Bosses able to understand and follow instructions? YES ___ NO ___

Explain _____

COMMUNICATION IN LANGUAGE OF SQUAD EVALUATION

Direct CRWB to give different multiple commands in the language used by the squad to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands.

Were crewmembers able to understand and follow instructions? YES ___ NO ___

Explain _____

Inspector: _____ Date _____
(Print) (Signature)

Participant: _____ Date _____
(Print) (Signature)

Midwestern Region	23.35
Northeast Region	21.92
Southern Region	20.43
Western Region	23.64
05220 - Motor Vehicle Mechanic Helper	
Alaska	21.40
Hawaii and American Samoa	15.13
Midwestern Region	15.14
Northeast Region	17.08
Southern Region	13.17
Western Region	16.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	17.78
Hawaii and American Samoa	17.75
Midwestern Region	14.90
Northeast Region	16.90
Southern Region	12.16
Western Region	18.55
07041 - Cook I	
Alaska	15.32
Hawaii and American Samoa	14.94
Midwestern Region	10.95
Northeast Region	13.67
Southern Region	10.42
Western Region	12.48
07042 - Cook II	
Alaska	17.65
Hawaii and American Samoa	16.69
Midwestern Region	12.35
Northeast Region	15.40
Southern Region	11.75
Western Region	14.08
07070 - Dishwasher	
Alaska	13.11
Hawaii and American Samoa	14.36
Midwestern Region	8.8
Northeast Region	9.50
Southern Region	9.21
Western Region	9.56
07130 - Food Service Worker	
Alaska	13.38
Hawaii and American Samoa	13.30
Midwestern Region	10.46
Northeast Region	12.53
Southern Region	9.90
Western Region	10.88
07210 - Meat Cutter	
Alaska	21.81
Hawaii and American Samoa	21.18
Midwestern Region	18.38
Northeast Region	21.40
Southern Region	15.34
Western Region	20.08
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	25.58
Continental U.S.	18.64

Hawaii and American Samoa	20.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	24.57
Hawaii and American Samoa	19.14
Midwestern Region	17.66
Northeast Region	17.25
Southern Region	14.61
Western Region	18.89
21150 - Stock Clerk	
Alaska	15.87
Hawaii and American Samoa	12.51
Midwestern Region	14.03
Northeast Region	13.84
Southern Region	13.44
Western Region	14.21
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	31.16
Continental U.S.	32.05
Hawaii and American Samoa	32.20
23022 - Aircraft Mechanic II	
Alaska	32.35
Continental U.S.	32.88
Hawaii and American Samoa	33.52
23023 - Aircraft Mechanic III	
Alaska	34.12
Continental U.S.	34.36
Hawaii and American Samoa	35.18
23040 - Aircraft Mechanic Helper	
Alaska	24.43
Continental U.S.	24.10
Hawaii and American Samoa	23.26
23060 - Aircraft Servicer	
Alaska	27.30
Continental U.S.	27.49
Hawaii and American Samoa	26.99
23160 - Electrician, Maintenance	
Alaska	35.17
Hawaii and American Samoa	30.31
Midwestern Region	26.40
Northeast Region	28.31
Southern Region	22.58
Western Region	26.97
23440 - Heavy Equipment Operator	
Alaska	28.77
Hawaii and American Samoa	20.47
Midwestern Region	23.35
Northeast Region	21.92
Southern Region	20.43
Western Region	23.63
23470 - Laborer	
Alaska	17.46
Hawaii and American Samoa	16.95
Midwestern Region	14.21
Northeast Region	14.32
Southern Region	11.57
Western Region	13.42

23530 - Machinery Maintenance Mechanic	
Alaska	32.83
Hawaii and American Samoa	32.39
Midwestern Region	20.24
Northeast Region	21.18
Southern Region	16.04
Western Region	20.09
23580 - Maintenance Trades Helper	
Alaska	24.00
Hawaii and American Samoa	18.51
Midwestern Region	19.06
Northeast Region	17.80
Southern Region	16.03
Western Region	16.54
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	13.29
Hawaii and American Samoa	10.84
Midwestern Region	8.67
Northeast Region	9.14
Southern Region	8.67
Western Region	9.14
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	25.74
Hawaii and American Samoa	24.48
Mid Western Region	22.87
Northeast Region	21.17
Southern Region	23.27
Western Region	21.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	24.14
Hawaii and American Samoa	15.68
Midwestern Region: 1 1/2 to 4 tons	19.89
Midwestern Region: over 4 tons	20.81
Midwestern Region: under 1 1/2 tons	14.89
Northeast Region: 1 1/2 to 4 tons	20.39
Northeast Region: over 4 tons	21.28
Northeast Region: under 1 1/2 tons	15.82
Southern Region: 1 1/2 to 4 tons	18.16
Southern Region: over 4 tons	18.85
Southern Region: under 1 1/2 tons	10.13
Western Region: 1 1/2 to 4 tons	18.73
Western Region: over 4 tons	19.26
Western Region: under 1 1/2 tons	11.78
31361 - Truckdriver, Light	
Alaska	22.60
Hawaii and American Samoa	12.38
Midwestern Region	14.89
Northeast Region	15.82
Southern Region	10.13
Western Region	11.78
31362 - Truckdriver, Medium	
Alaska	24.47
Hawaii and American Samoa	15.66
Midwestern Region	19.89
Northeast Region	20.43

Solicitation No. 1202SC21Q0001
National Type 2 Firefighter Crews

U.S. Forest Service
National Office

Southern Region	18.11
Western Region	18.73
31363 - Truckdriver, Heavy	
Alaska	25.86
Hawaii and American Samoa	17.10
Midwestern Region	20.81
Northeast Region	21.28
Southern Region	18.85
Western Region	19.96
31364 - Truckdriver, Tractor-Trailer	
Alaska	27.24
Hawaii and American Samoa	17.31
Midwestern Region	24.73
Northeast Region	21.42
Southern Region	19.80
Western Region	20.37
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook- Baker/Assistant Cook	
Alaska	17.58
Hawaii and American Samoa	16.69
Midwestern Region	12.35
Northeast Region	15.40
Southern Region	11.74
Western Region	14.08
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	21.85
Hawaii and American Samoa	22.44
Midwestern Region	19.66
Northeast Region	20.78
Southern Region	21.54
Western Region	19.81
(not set) - Quality Assurance Representative II	
Alaska	28.58
Hawaii and American Samoa	26.68
Midwestern Region	24.25
Northeast Region	25.79
Southern Region	22.78
Western Region	24.02
(not set) - Quality Assurance Representative III	
Alaska	30.41
Hawaii and American Samoa	29.04
Midwestern Region	28.55
Northeast Region	30.34
Southern Region	26.94
Western Region	28.80
(not set) - Chief Cook	
Alaska	23.35
Hawaii and American Samoa	27.99
Midwestern Region	20.58
Northeast Region	24.92
Southern Region	18.87
Western Region	22.93
(not set) - Environmental Protection Specialist	
Alaska	36.83
Hawaii and American Samoa	34.06
Midwestern Region	30.98

Northeast Region	37.16
Southern Region	31.55
Western Region	32.62
(not set) - Fire Safety Professional	
Alaska	36.81
Hawaii and American Samoa	34.10
Midwestern Region	30.98
Northeast Region	37.16
Southern Region	31.55
Western Region	32.62
(not set) - Aircraft Quality Control Inspector	
Alaska	32.59
Continental U.S.	33.50
Hawaii and American Samoa	33.69
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	12.90
Hawaii and American Samoa	11.94
Midwestern Region	11.02
Northeast Region	12.58
Southern Region	8.67
Western Region	10.73

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: \$4.54 per hour, up to 40 hours per week, or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week, or \$168.80 per week, or \$731.47 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 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): \$1.94 per hour, up to 40 hours per week, or \$77.60 per week, or \$336.27 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 \$4.54 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, up to 40 hours per week, 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 \$4.22 per hour, up to 40 hours per week. *

*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:

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.
- 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 and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance

Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

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

Quality Assurance Representative III

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

EXHIBIT D.9 KEY PERSONNEL RESUME TEMPLATE

Use this form to offer/replace/substitute Key Personnel

Company Name: _____ Contract/Agreement Number: _____

Individual's Name (Proposed or Replacement Key Personnel): _____

If replacing existing contract Key Personnel, specifically identify who is being replaced (Name of Key Personnel this individual is replacing from Approved Key Personnel List): _____

Qualifications (CRWB, FFT1, ICT5, FFT2): _____

Years with Company (example 2016 to Present): _____

Brief Description of Duties: _____

RX/Wildland Fire Experience: Provide official experience records

Year	Job Title	Type of Work (Rx, WF)	Complexity Type (Type 1,2,3,4,5)	Fire Name/Number	# of Operational Shifts	# of Hotline Shifts

Education/Required Training: Provide official training documentation

Year	Course Number	Subject	Location

Sawyer Classification: _____

Completed task books: _____

EXHIBIT D.10 QUALITY CONTROL/TRAINING/SAFETY PLAN

Offeror's Quality Control/Training/Safety Plan will be inserted as Exhibit D.10 after Award.

NOTE: An approved Quality Control/Safety/Training Plan shall be submitted within 30 days from award of an agreement. Ability to perform under this agreement is not allowable until approval is received from the Contracting Officer.

SECTION E – SOLICITATION PROVISIONS

E.1 GENERAL INFORMATION – TYPE 2 FIREFIGHTER CREWS

(a) This solicitation will result in commercial, multiple award, Blanket Purchase Agreement (BPA)(s) with fixed-price hourly rate(s) for commercially available Type 2 Firefighter Crews and may include fixed-price daily rates for Optional Items as identified in Section B.2. The services of this Request for Quote (RFQ) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items, in conjunction with FAR Part 13, Simplified Acquisition Procedures. The effective period of the resultant BPA(s) will be from date of award through 31 December 2025 with annual reviews happening around December of every year.

(b) This acquisition is 100% Set-Aside for Small Business Concerns. (See Section E.8 and FAR 52.219-6 Notice of Total Small Business Set-Aside (Nov 2020)).

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

(d) If you wish to compete for the BPA described in Sections A through D of this RFQ, you must submit a quote that includes a signed and dated offer and other requested information by the time and date shown on the SF1449. Offerors must complete Section B.5.1 thru B.5.2 Schedule of Items Type 2 Firefighter Crew Rates for each Crew the Offeror wishes to be considered. If proposing Optional Items, use Section B.5.2 Optional Item Rates to provide fixed-price daily rates for Optional Items as identified in Section B.2. Offerors shall state the total maximum number of Crews they are able to provide, and clearly state the maximum number of crews they wish to be considered for by Host Unit Coordination Center in Section B.5.3. For example, if you are proposing several crews but do not wish to have more than one crew at the same Host Unit Coordination Center. Offerors must complete Section B.5.4 identifying the Key Personnel proposed, the date when each firefighter achieved qualification for each position and provide a resume package for each key personnel proposed using the template provided in EXHIBIT D.9. The Government reserves the right to award any, all, or none of the CLINs. The Government reserves the right to award to any of the Offeror's proposed CLINs based on the best value and needs of the Government.

(f) Offeror's proposed fixed-price hourly rates shall include, but are not limited to, all labor, equipment, materials, State and Federal taxes including workman's compensation costs, insurance coverage, non-compensable transportation costs, overhead, and profit.

(g) The Designated Dispatch Point (DDP) for each crew will be the contractually approved physical location for the crew during the BPA period of performance. A physical address (no PO Boxes) must be provided by the Contractor in Section B.5.1 for each Crew awarded. The address provided must be within the maximum air mileage radius identified in Section B.3 for each Host Unit Coordination Center. Offerors are advised to carefully evaluate their ability to position crews prior to submission of offers. Proposed crew DDP locations that fall outside the identified maximum radius will not be accepted. Any subsequent change to the crew's DDP

address must be approved by the Contracting Officer through the issuance of a modification to the BPA.

E.2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FAR 52.212-1 (JUNE 2020)) (TAILORED)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard(s) for this acquisition appear in elsewhere in this solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

i. GENERAL INSTRUCTIONS

Quotes submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below. Please number each page of your quote.

(1) The quote must include a technical part and business part. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical portion must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical portion so that the contractor's understanding of the statement of work may be evaluated.

(2) The Government will evaluate quotes in accordance with the evaluation criteria set forth in Section E.3 of this RFQ.

(3) Offerors shall submit their quote(s) in the following format and the quantities specified:

(i) One (1) copy of the Business Part shall be included in one (1) file/document.

(ii) One (1) copy of the Technical Part shall be included in one (1) file/document.

Each quote will consist of two (2) separate file/document(s), one (1) business and one (1) technical. The Government will not accept any quote, revision/modification, or withdrawal that is transmitted to and/or received by the Government via facsimile machine.

(4) Offerors shall submit their quote(s) in the following format and the quantities specified, offerors shall carefully follow naming conventions to aid in streamlining administrative handling of offers:

(i) Format: All submittals shall be in Adobe Acrobat (pdf).

(ii) Offerors shall submit their **TYPE 2 CREW quote** by email to:
1202SC2.ve133z1inxfan6z7@u.box.com

(iii) Email Subject Line - Solicitation No. 1202SC21Q0001- Company Name - T2C - Submittal Date

(vi) Email shall contain two documents –

1. The Business Part/signed offer/quote, and
2. The Technical Part.

(v) All submittal documents shall follow this naming convention, notating if the document is the Business Part or the Technical Part:

Company Name – T2C – Business – Submittal Date, or

Company Name – T2C – Technical – Submittal Date

ii. TECHNICAL PART INSTRUCTIONS

The technical portion will be used to make an evaluation and arrive at a determination as to whether the quote will meet the requirements of the Government. Therefore, the technical portion must present enough information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Quotes which merely paraphrase the requirements of the Government's specifications/statement of work or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the quote must clearly provide the following information for the listed factors:

(1) Quote Acceptability - The Government must deem quotes acceptable to consider them for award. The following sub factors will be used to determine quote acceptability:

(i) Assent to terms of the solicitation - Submit all required documentation requested in the solicitation. To be deemed acceptable the quote cannot take exception to any requirements of the solicitation.

(ii) Organizational Experience - Provide a narrative that discusses the length and breadth of your experience in wildland fire suppression, All-Hazard Incidents and Project Work. Specifically identify the following:

(1) State how long you have been in business and how it is relevant to the work required for this procurement.

(2) Furnish a list, by year, of all fire suppression, All-Hazard incidents and Project Work assignments on which you had crews during the last five years (2015-2019). For each assignment, please identify the incident, agency and number of days assigned.

(3) Furnish a list of Key Personnel (as identified in Section C.9) and their qualifications, training and experience (using EXHIBIT D.9).

- (iii) Past Performance** - For each relevant contract, during the last three years (2018-2020), the Contractor is requested to provide the following:
- (i) Agency/company and customer contact point (name and telephone number).
 - (ii) Period of performance.
 - (iii) Contract number or reference number.
 - (iv) List any non-compliance actions taken against your company and explain how the actions were resolved and address how your company plans to mitigate these non-compliant actions in the future.
 - (v) Furnish copies of the Performance Evaluations received on these incidents for the previous three years. Due to the possibility of voluminous copies, Offers may opt to furnish these electronically or provide a summarized document for evaluations received on these incidents. At a minimum the summarized document must contain the following for each evaluation.
 - (A) Incident name/location.
 - (B) Dates of incidents.
 - (C) Evaluation ratings code received (i.e. E=Excellent, S=Satisfactory, D=Deficient and N=Needs to Improve).
 - (D) Any areas specifically identified that need improvement.

The Government reserves the right to physically inspect/review paper copies of any Incident Evaluations received.

iii. BUSINESS PART INSTRUCTIONS

The following information will be compiled to create the Business Portion:

- (1) Section A. Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17 and 30 completed.
- (2) Acknowledgement of Solicitation Amendments (if any).
- (3) Price Quote –

Provide a separate price quote. The quote shall consist of itemized pricing as listed in the Schedule of Items (Section B.5.1 and B.5.2) for each location offered. Fixed pricing is required for all line items.
- (4) Sections B.5.3 and B.5.4 with your responses inserted in the appropriate spaces.
- (5) Sections E.4 and E.9 with your responses inserted in the appropriate spaces.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 160 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of

specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

E.3 EVALUATION – COMMERCIAL ITEMS (FAR 52.212-2) (OCT 2014)(TAILORED)

(a) The Government intends to evaluate quotes and award multiple Blanket Purchase Agreements as a result of this solicitation. The Government will evaluate quotes and select the Contractor(s) considering (1) Quote Acceptability and (2) Price.

An evaluation will be conducted for each Offeror's quote using the following criteria:

- (1) Quote Acceptability. This factor will be assessed as go or no go for the following subfactors:
 - (i) Assent to terms of the solicitation. Your quote must assent to all terms of this request for Quotes and you must provide all information requested. Your quote will receive a no go rating if you take exception to any term of this solicitation.
 - (ii) Organizational Experience. Experience is a matter of the number of opportunities an Offeror has had to do similar work and to encounter the kinds of problems that the Contractor is likely to encounter in the performance of this agreement. The Government will evaluate your organization's experience on the extent to which you have performed services with similar size and scope as the ones described in this solicitation. Only your firm's experience as an organization will be considered. The Government will also evaluate your organization's experience on your ability to furnish the required minimum qualified Key Personnel identified in Section C.9. Quotes not demonstrating Experience with similar size and scope of the ones described in this solicitation and not providing sufficient Key Personnel will receive a no go rating for this subfactor.
 - (iii) Past Performance. Past performance is a measure of the degree to which you, as a business and organization, have satisfied your customers in performing services like those contemplated in this solicitation. The Government will evaluate your past performance and provide a go or no go rating based on the following:

Go rating-

- Past performance that met contractual requirements or contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- Quoters without a record of relevant past performance or for whom information on past performance is not available will receive a go **(neutral)** rating for this evaluation factor.

No Go rating –

- Past performance that did not meet contractual requirements or contained problems for which corrective actions taken by the contractor were not fully implemented or were unsatisfactory dependability risk.

(2) Price. An analysis will be conducted on the unit price proposed to determine the demonstrated understanding of the level of effort and equipment needed to successfully perform these services. Rates must be determined fair and reasonable to be considered for an agreement.

(b) Basis of Award

(1) The Government will award enough BPAs anticipated to meet incident resource needs resulting from this solicitation to responsible quoters whose quotes conforming to the solicitation will be advantageous to the Government, price and other factors considered. The number of BPAs awarded will be determined based upon historical usage and other relevant data such as predictive services information, available personnel to administer agreements, etc.

(2) BPAs will be awarded only to quoters with:

- (i) an overall go rating
- (ii) rates that are determined fair and reasonable

**E.4 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS
(FAR 52.212-3) (JAN 2021)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision--

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern”—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.*

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___. [Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is

accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

- (1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.
- (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

- (i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Line Item No.:	Country of Origin:

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

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

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

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

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent:
- Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____(or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement

representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v)

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

E.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <https://www.acquisition.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)
52.209-7	Information Regarding Responsibility Matters (OCT 2018)
52.223-1	Biobased Product Certification (MAY 2012)

E.6 INQUIRIES (AGAR 452.204-70) (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract/agreement award.

E.7 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70) (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): ALL ITEMS
--NAICS Code: 115310
--Size Standard: \$20.5 Million

E.8 PRE-BID/PRE-PROPOSAL CONFERENCE (452.237-71) (FEB 1988)

(a) The Government is planning a pre-quote/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least two (2) days prior to the conference through the link listed in paragraph (c) of this section. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested participants who expect to attend the Pre-Proposal conference complete the following registration/RSVP questionnaire: <https://www.surveymonkey.com/r/2021PreProp-Type2>

(d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract/agreement award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conference is planned to take place approximately 14 days after the Solicitation is released on <https://beta.sam.gov> and will be held at NIFC in Boise, ID. The exact date, time and location will be announced on <https://beta.sam.gov> with the release of the Solicitation.

E.9 EMPLOYMENT OF ELIGIBLE WORKERS – WORKFORCE CERTIFICATION

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.

H-2B Workers: (<http://www.foreignlaborcert.doleta.gov/>)

Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.

Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.

Certifies has valid FLC certificate of registration. (Attach a copy of current certification.) Authorization includes:

Transporting workers

Driving

Housing workers

Company has applied for a Certificate of Registration on _____.

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a Certificate of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No. _____

Information about licensing requirements and procedures may be obtained from the following:

I, on behalf of said Company, certify to the above responses.

(Signature) (Date)

(Printed Name) (Title)