

SECTION B – SCHEDULE OF SUPPLIES/SERVICES

B.1 GENERAL INFORMATION TYPE 2 INITIAL ATTACK FIREFIGHTER CREWS

The intent of this contract, is to provide the services of commercially available Type 2 Initial Attack (IA) qualified wildland firefighter crews, hereafter referred to as National Contract Crews (NCC), 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 contract specifications as identified in Exhibit D.1.

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

At the option of the Government, NCCs may also be awarded task orders for Project Work related to hazardous fuels management activities such as hazardous fuels reduction, prescribed fire application, brush removal, and land rehabilitation. Project Work shall not include construction, facilities maintenance and repair, or timber-related activities. (See Section C.3.2 Ordering Procedure for Project Work).

B.2 OPTIONAL ITEMS TYPE 2 INITIAL ATTACK FIREFIGHTER CREWS

***NOTE: Optional Items are no longer used for this requirement.

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 contract.

B.3 HOST UNIT COORDINATION CENTER(S) (HUCC) LOCATIONS TYPE 2 INITIAL ATTACK FIREFIGHTER CREWS

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.

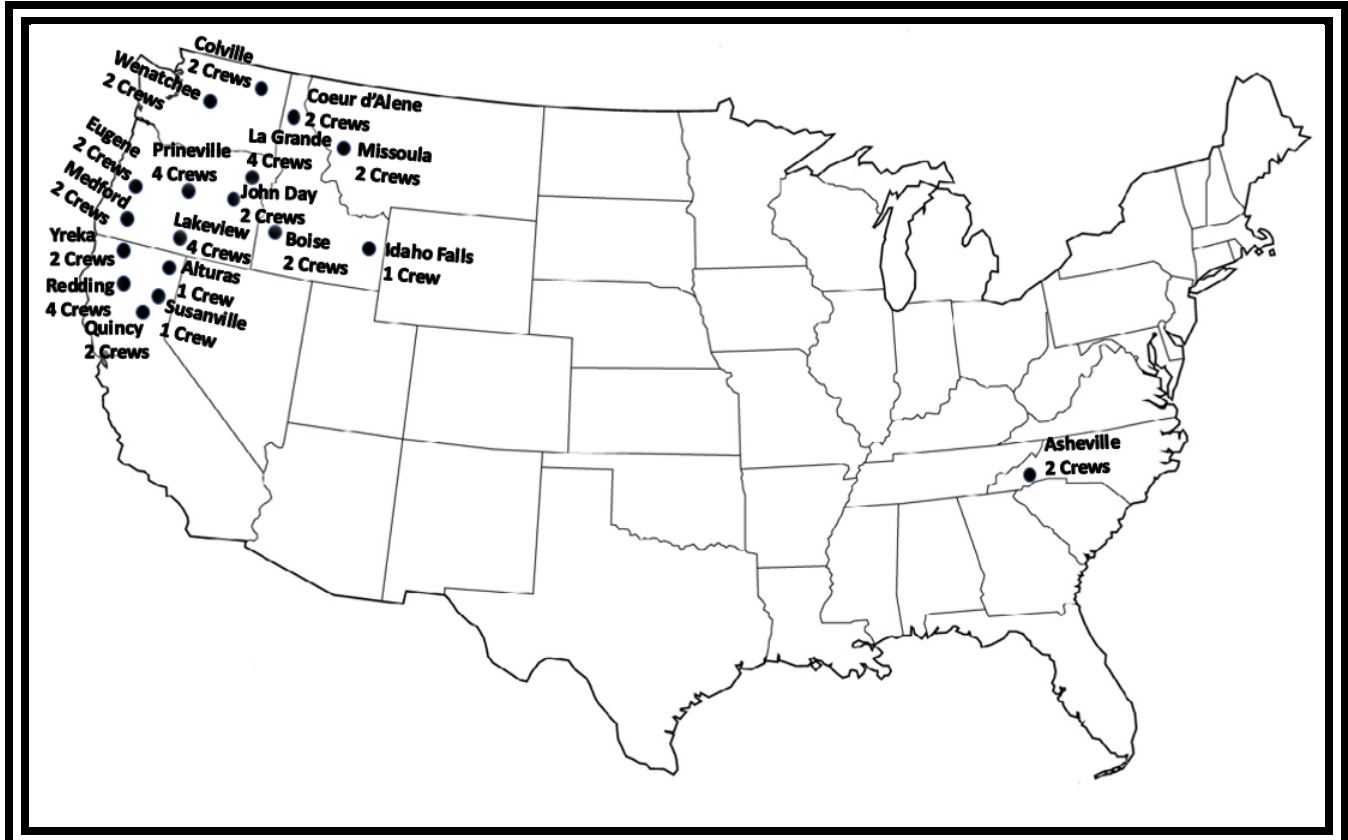
SCHEDULE OF ITEMS				
NATIONAL TYPE 2-IA FIREFIGHTER CREW SERVICES				
CLIN	NCC#	QTY	HOST UNIT COORDINATION CENTER	MANDATORY AVAILABILITY PERIOD*
NORTHERN, USFS REGION 1				
0001	1A	1	ID-CDC, Coeur d'Alene, ID	7/15 - 8/30
0002	1B	1	ID-CDC, Coeur d'Alene, ID	7/15 - 8/30
0003	2A	1	MT-MDC, Missoula, MT	7/15 - 8/30
0004	2B	1	MT-MDC, Missoula, MT	7/15 - 8/30
GREAT BASIN, USFS REGION 4				
0005	3A	1	ID-BDC, Boise, ID	7/15 - 8/30
0006	3B	1	ID-BDC, Boise, ID	7/15 - 8/30
0007	4	1	ID-EIC, Idaho Falls, ID	7/15 - 8/30
PACIFIC SOUTHWEST, USFS REGION 5				
0008	5A	1	CA-RICC, Redding, CA	9/15 - 11/1
0009	5B	1	CA-RICC, Redding, CA	9/15 - 11/1
0010	5C	1	CA-RICC, Redding, CA	9/15 - 11/1
0011	5D	1	CA-RICC, Redding, CA	9/15 - 11/1
0012	6	1	CA-MICC, Alturas, CA	9/15 - 11/1
0013	7A	1	CA-PNFC, Quincy, CA	5/15 - 6/30
0014	7B	1	CA-PNFC, Quincy, CA	5/15 - 6/30
0015	8	1	CA-SIFC, Susanville, CA	5/15 - 6/30
0016	9A	1	CA-YICC, Yreka, CA	5/15 - 6/30
0017	9B	1	CA-YICC, Yreka, CA	5/15 - 6/30
PACIFIC NORTHWEST, USFS REGION 6				
0018	10A	1	WA-CWC, Wenatchee, WA	7/15 - 8/30
0019	10B	1	WA-CWC, Wenatchee, WA	7/15 - 8/30
0020	11A	1	WA-NEC, Colville, WA	7/15 - 8/30
0021	11B	1	WA-NEC, Colville, WA	7/15 - 8/30
0022	12A	1	OR-BMC, La Grande, OR	7/15 - 8/30
0023	12B	1	OR-BMC, La Grande, OR	7/15 - 8/30
0024	12C	1	OR-BMC, La Grande, OR	7/15 - 8/30
0025	12D	1	OR-BMC, La Grande, OR	7/15 - 8/30
0026	13A	1	OR-JDCC, John Day, OR	7/15 - 8/30
0027	13B	1	OR-JDCC, John Day, OR	7/15 - 8/30
0028	14A	1	OR-COC, Redmond, OR	7/15 - 8/30
0029	14B	1	OR-COC, Redmond, OR	7/15 - 8/30
0030	14C	1	OR-COC, Redmond, OR	7/15 - 8/30
0031	14D	1	OR-COC, Redmond, OR	7/15 - 8/30
0032	15A	1	OR-MIC, Medford, OR	7/15 - 8/30
0033	15B	1	OR-MIC, Medford, OR	7/15 - 8/30

SCHEDULE OF ITEMS-CONTINUED NATIONAL TYPE 2-IA FIREFIGHTER CREW SERVICES				
CLIN	NCC#	QTY	HOST UNIT COORDINATION CENTER	MANDATORY AVAILABILITY PERIOD*
0034	16A	1	OR-LFC, Lakeview, OR	7/15 - 8/30
0035	16B	1	OR-LFC, Lakeview, OR	7/15 - 8/30
0036	16C	1	OR-LFC, Lakeview, OR	7/15 - 8/30
0037	16D	1	OR-LFC, Lakeview, OR	7/15 - 8/30
0038	17A	1	OR-EIC, Eugene, OR	7/15 - 8/30
0039	17B	1	OR-EIC, Eugene, OR	7/15 - 8/30
SOUTHEAST, USFS REGION 8				
0040	18A	1	NC-NCC, Asheville, NC	3/15 - 4/30
0041	18B	1	NC-NCC, Asheville, NC	3/15 - 4/30
0042	18C	1	NC-NCC, Asheville, NC	11/1 - 11/30

* Beginning and ending dates may only be adjusted by the Contracting Officer through the issuance of a contract modification.

Note: For purposes of establishing the Designated Dispatch Point (DDP), the maximum distance is based on the location of the Host Unit Coordination Center as the starting point. The physical address of each DDP shall be within 100 air miles for each contract line item.

B.4 MAP OF DESIGNATED DISPATCH POINTS TYPE 2 INITIAL ATTACK FIREFIGHTER CREWS



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

SECTION C – CONTRACT CLAUSES

C.1 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCT AND COMMERCIAL SERVICES (DEVIATION 2017-1) (NOV 2021)

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

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

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

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

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

(d) *Disputes.* This contract is subject to 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 Federal Acquisition Regulation (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 costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (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 at 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 FAR 32.608-2 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 Use 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.

(End of Clause)

Alternate I (Jan 2017) When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or

affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments.

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials

shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) *Indirect Costs* (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect

costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'."]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

- (i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—
 - (A) The original timecards (paper-based or electronic);
 - (B) The Contractor's timekeeping procedures;
 - (C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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)

(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, and then at the rate applicable for each six month period as established 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 in a timely manner;

(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 FAR 32.60702).

(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 FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

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

(10) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, 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.

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2017-1, DEVIATION APR 2020, DEVIATION JUN 2020, AND DEVIATION JUL 2020) (JAN 2022)

(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 products and commercial services:

(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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 products and commercial services:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020) (**Deviation 2017-1**), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (**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 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved]
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (**Deviation JUN 2020**) (15 U.S.C. 657a).
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (**Deviation JUN 2020**) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Aside (NOV 2020) (15 U.S.C. 644).
 - (ii) Alternate I (Mar 2020) of 52.219-4.
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
 - (ii) Alternate I (Mar 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(f) The Contractor shall comply with the limitations on subcontracting as follows:

- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[Contracting Officer check as appropriate.]

- By the end of the base term of the contract and then by the end of each subsequent option period; or

- By the end of the performance period for each order issued under the contract.
- (17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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 (Sep 2021) of 52.219-9.
- (18) 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.
- (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (**Deviation JUN 2020**) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (**Deviation JUN 2020**) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (SEPT 2021) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (Mar 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (**Deviation JUN 2020**) (15 U.S.C. 637(m)).
- (24) 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 (Sep 2021) (**Deviation JUN 2020**)(15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (**Deviation JUN 2020**) ([15U.S.C. 637\(a\)\(17\)](#)).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2022)(**Deviation 2020**) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (July 2014) of 52.222-35.
- (32) (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.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).
- (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (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.)
- (37) (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.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40) (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.
- (41) (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.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (43) (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.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021)(**DEVIATION JUL 2020**) (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, **19 U.S.C. Chapter 29 (sections 4501-4732)**, 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 -- Reserved (DEVIATION) (JAN 2021) of 52.225-3~~.
 - (iii) Alternate II (JAN 2021)(**DEVIATION JUL 2020**) of 52.225-3.
 - (iv) Alternate III (JAN 2021)(**DEVIATION JUL 2020**) of 52.225-3.
- (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- (52) 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).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) 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).
- (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
 - (iii) Alternate II (NOV 2021) 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 products and commercial services:

- (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 (JAN 2022) (E.O. 13658).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (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 products and commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 (NOV 2021) (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 (NOV 2021) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2022) (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 (NOV 2021) (46 U.S.C. 55305 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 ORDERING (FAR 52.216-18) (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through December 31, 2025, (June 30, 2026 if FAR 52.217-8 is exercised).

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

(c) A delivery order or task order is considered "issued" when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

C.3.1 ADDENDUM – THE FOLLOWING IS ADDED: - ORDERING PROCEDURE FOR FIRE SUPPRESSION RELATED ACTIVITIES, ALL-HAZARD INCIDENTS AND SEVERITY/PREPAREDNESS ASSIGNMENTS-

Due to the sporadic occurrence of fire incident activity, the placement of orders outside the stated minimum guarantee under this contract IS NOT GUARANTEED. All orders under this contract for fire suppression related activities, All-Hazard incidents and Severity/Preparedness assignments 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 contract 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.

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 NCCs under this contract 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 PROCEEDURE

- (1) Each NCC is in proximity to an assigned Host Unit Coordination Center (HUCC) during the MAP identified in the Schedule of Items. Each HUCC will maintain the status of each NCC assigned to that HUCC both during and outside the MAP. It is the Contractor's

responsibility to report any changes in NCC availability and/or position to their assigned HUCC.

(2) Each Host Unit Coordination Center (HUCC) is required to give dispatch priority to its assigned NCC for emergency incident assignments on non-tribal, Federal lands BEFORE all other contractually obtained Type 2-IA crew resources. Each HUCC to which more than one NCC are assigned must follow the rotation procedures described in C.3.1 (b)(3).

(3) When more than one NCC is assigned to a HUCC, orders for emergency incident assignments will be rotated between NCCs assigned to that HUCC. The purpose of NCC rotation is to balance dispatch opportunities to provide NCC personnel opportunity to maintain their proficiency. NCC rotation is not intended to achieve equity in terms of number or length of assignments or revenue earned. This rotation will be established in accordance with the following:

- The HUCC manager will establish a rotation sequence (list) **ANNUALLY** that will begin with the lowest priced NCC and continue through the list in descending order to the highest priced NCC. Once the rotation sequence has been established, orders for emergency incident assignments shall follow this sequence until each NCC has received an assignment, and then restart again at the beginning. For NCCs with identical pricing, their ordering sequence will be determined by proximity of the NCC DDP to the HUCC with closer NCCs preceding more distant NCCs. The rotation sequence will be redone at the beginning of each period of performance with the applicable rates at that time.
- If for any reason a NCC is unavailable when an order for an emergency incident assignment is needed, that NCC will lose its turn in the rotation and will have to wait for their next turn in the established rotation sequence. This occurrence will be determined by the HUCC manager and documented in writing.
- This rotation applies to the NCC during the MAP and any ordered extensions of the MAP if the NCC is in available status and remains at their assigned DDP. This rotation will also apply to periods outside the MAP, but only when the NCC is in available status and remains located at their assigned DDP.
- Outside the MAP and when the NCC is no longer located at the DDP, dispatch rotation shall no longer apply. However, the NCC may continue to be ordered for assignments through the HUCC.
- The only two locations to be considered for dispatch outside of the availability dates are the DDP or the Company's Headquarters. Outside the availability dates, Contractors have the option of remaining at their DDP or returning to their Company's Headquarters. The Company's Headquarters is defined as the Company's regular operating physical address (Block 17A on Standard Form 1449). Contractors are responsible for notifying the CO and the HUCC, in writing, of availability status and locations outside of their mandatory availability period.

(4) If the incident jurisdictional dispatch center is not a HUCC for Type 2IA Crews, 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.3.1 (b)(3). 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.

- (5) HUCCs cannot hold the NCCs in reserve as a contingency force in non-pay status when the NCC is otherwise available to accept emergency incident assignments.
- (6) The following exceptions apply to the ordering protocol in C.3.1 (b):
- Timeliness is of the essence when filling orders for emergency incident assignments. When the NCC cannot meet the date/time requirements for an emergency dispatch, the ordering protocol in C.3.1 (b) is waived. HUCC dispatchers may fill with an NCC that can meet date/time requirements. HUCC dispatchers must document when this ordering protocol has been waived.
 - The Government reserves the right to deviate from the dispatch priority process to fulfill any minimum guarantees that have not been met. (This means that if an NCC has not met their minimum guarantee the Government can choose to fill the next order with that NCC to ensure that the minimums are met). Any decision for this deviation of dispatch priority process will be made by the Contracting Officer and be documented in writing.
 - 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.
 - This contract does not preclude the Government from using any Federal agency or agency (Federal, state, or local) cooperator resources for initial attack or extended attack/large fire support before ordering/mobilizing NCC(s). Agency owned and/or agency cooperator resources may be requested at any time.
 - Tribal preference policy established within reservation jurisdiction.
 - 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 contract. HUCC dispatchers must document when this is being used and request written approval from the CO.

(c) NOTIFICATION/RECIPT OF AN ORDER

(1) Upon receiving a dispatch call, the Contractor has one (1) hour to confirm availability. Once confirming availability, the contractor is required to meet the Date and Time Needed (DTN) as specified 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, contract 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
- Contract Number, NCC Number, and hourly rate of the ordered NCC

(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.29.1 (k).

(f) INCIDENT RESOURCE ORDERING CAPABILITY

The Contractor is required to status their NCC's availability in the Incident Resource Ordering Capability Program (IROC) 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 (Refer to the Interagency Incident Business Management Handbook (PMS 902) or Interagency Standards for Fire and Fire Aviation Operations (Redbook) Chapter 7 for these policies). Contractor compliance will be monitored by the Government. All Contractor personnel shall adhere to current work/rest day-off policies (Reference the current National Interagency Mobilization Guide for these policies).

(h) DEMOBILIZATION OF NCCs

The HUCC, in coordination with the Incident Commander, will determine demobilization priority for any crews assigned to an incident. The priorities of C.3.1 (b) do not apply to demobilization.

(i) RELEASE AND REASSIGNMENT

(1) **RELEASE:** At the time of release, the NCC must notify the HUCC of their status, and estimated time of arrival back to their DDP. When an NCC has been released from an incident, and there are no reassignments anticipated within that Geographic Area, the NCC, at its discretion, may remain in the nearest town for up to 24 hours in non-pay status. After that 24-hour period, the NCC must begin return travel back to their DDP or be deemed unavailable for assignment until their return to the DDP. When the Government anticipates that another assignment in the area is imminent, or when another operational need provides a mutually beneficial rationale for the NCC to remain in the area, the Government may allow the NCC to remain in non-pay status longer than 24 hours provided the Contractor agrees to stay.

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

(j) **PROJECT WORK DURING THE MAP**

If the Contractor receives a Task Order to perform Project Work during the MAP, the HUCC may release the NCC from the MAP, upon receipt of a copy of the Task Order or other documentation that verifies the Contractor has been assigned Project Work. The Contractor must notify the Contracting Officer in writing when they have received a Project Work Task Order. Formal release of the NCC from MAP responsibilities is required as described in Section C.27 Mandatory Availability Period. (See Section C.3.2 for more information on Project Work).

C.3.2 ADDENDUM – THE FOLLOWING IS ADDED: - ORDERING PROCEDURE FOR PROJECT WORK

The following procedures meet regulatory minimum standards given in the Federal Acquisition Regulations. Procurement officials who need clarification on any point are invited to contact the Contracting Officer.

(a) **AGENCIES AUTHORIZED TO ORDER AND MAKE PAYMENT FOR PROJECT WORK**

The Forest Service and the Federal cooperators listed in C.3.1 (a) are authorized to utilize this contract for Project Work in accordance with the terms and conditions set forth herein. If Federal Agencies, other than the Forest Service, issue Task Orders for Project Work under this contract, they must issue the Task Orders under their agency procedures and utilize their respective Agency's funding, provided that each Task Order is competed per the guidelines in Section C.3.2. State or local agencies have no existing authority to order Project Work under this contract.

(b) **GENERAL**

NCCs may be ordered for Project work at any time within or outside the Mandatory Availability Period. All Agencies listed in C.3.1 (a) are authorized to use this contract to order services for Project Work. Project Work may include hazardous fuel reduction, prescribed fire application, brush removal, and wildland fire rehabilitation.

Project work shall not include construction, facilities maintenance and repair, or timber-related activities such as danger/hazard tree falling (see definitions) or tree planting. NCC(s) cannot

accept Project Work encompassing any work listed in D.1 that is considered emergency in nature. Project Work shall not be ordered using Severity/ Preparedness funds.

Project Work performed under this contract is ordered through a Task Order. Orders for Project Work must be placed by an appropriately warranted procurement official. Funding must be obtained, with a job code (fund site) on a properly executed agency task order.

(c) ORDERING

- The Federal Agencies listed in Section C.3.1 (a) are authorized to place orders for Project Work under this contract.
- The Federal Agencies listed in Section C.3.1 (a) are not required nor obligated to place orders for Project Work under this contract.
- There is no minimum quantity for individual orders for Project Work.
- In accordance with FAR 5.202 (a)(11) Advertising is not required. Fair opportunity is limited to Contractor NCCs listed in the awarded Schedule of Services.
- Any warranted Contracting Officer who contemplates placing an order for Project Work must provide each NCC fair opportunity (IAW FAR 16.505) to be considered for each order exceeding \$3,500.00.
- Firm Fixed-Price; unit pricing may be by the hour, job, acre, pile, or other appropriate unit of measure. (Contracting officers shall not utilize the hourly rates provided in the base IDIQ for project work)
- The Government reserves the right to deviate from the above stated ordering procedures to fulfill any minimum guarantees that have not been met. (This means that if an NCC has not met their minimum guarantee the Government can place a task order with that NCC to ensure that the minimums are met). Any decision for this deviation will be made by the Contracting Officer and documented in writing.

(d) TERMS AND CONDITIONS/STATEMENT OF WORK

All terms and conditions in this specification that apply to performance, remedies, equipment, and individual qualifications apply. The ordering agency Contracting Officer may introduce unique terms in any Task Order that do not change or modify this contract, but which are necessary for the accomplishment of tasks. A separate statement of work should document the requirement. It may or may not be necessary to organize a crew into subunits. The crew may be ordered as subunits of not less than five persons provided qualified leadership is present. If necessary, NCCs or subunits of NCCs that have accepted Project Work Task Orders may be utilized as IA resources. Subunits of NCCs utilized as IA resources will not exceed two operational periods per incident and will only operate within a response area identified in the Project Work Task Order.

Project Orders shall be placed using the following procedures:

- (1) The ordering Contracting Officer shall be notified by the ordering official of the need to place a Project Work Order in accordance with Agency Procedures. The required Statement of Work must be attached.
- (2) The Contracting Officer shall forward the Project Work Order to all NCC Contractors to give a fair opportunity on this contract. If the NCCs do not respond by the required

deadline for response or turn down the opportunity to place an offer on the Project Work, the Contracting Officer will ensure at a minimum of three offers from interested parties are received before placing the order.

(3) The Contracting Officer shall determine which NCC receives the Project Work Order based on a number of possible, determined variables, such as: price, availability, past performance, minimum order requirements, the impact of Project Orders upon suppression orders placed with a Contractor, or other appropriately determined evaluation criteria as described in the Statement of Work.

(5) Once the Contractor for the Project Work Order is identified, the Contracting Officer will place the order with the Contractor and notify the Host Unit Coordination Center as to which Contractor is to be dispatched.

(6) Payment and invoicing for Project Work shall be in accordance Section C.29.5.

(7) Performance Evaluations for Project Work assignments must be completed. The ordering official is responsible to provide a copy of the Performance Evaluation to the Contracting Officer.

(e) When an NCC is performing on a Task Order for Project work, the Contractor is committed until project completion, and may only accept fire suppression, All-Hazard, or Severity/Preparedness orders if the work is completed or the NCC is released by the Contracting Officer that issued the Task Order (this can be done by completing a no cost termination for convenience or issuing a modification to extend the period of performance for the order). The CO issuing the Task Order for Project Work may allow the Contractor to replace resources with like or better resources if offered by that Contractor and approved by the CO with concurrence by the Project Manager in advance of the resources being replaced. The Government is not obligated to suspend work to allow the Contractor to work fire suppression All-Hazard incidents or Severity/Preparedness assignments. Therefore, the Contractor must ensure the project can be completed before other orders are accepted or prior arrangements are made. If the NCC or subunit of the NCC is reassigned to fire suppression activities, the Contractor shall be paid at the full contracted rate for fire suppression.

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

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

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

(1) Any order for a single item in excess of the number of NCC's awarded.

(2) Any order for a combination of items in excess of the number of NCC's awarded or

(3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order

a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2025. (Unless FAR 52.217-8 is used, then up to an additional six months may be added).

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**C.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)
(MAY 2014)**

In compliance with the Service Contract Act of 1965, an amended, and the regulations of the Secretary of Labor (29 CFR Par 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only:

It Is Not A Wage Determination.

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.9 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.10 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 (AUG 2020)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

C.11 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75) (FEB 1988)

The effective period of this contract for a base year period of performance is from February 08, 2022 through February 07, 2023, plus four additional one-year option periods as follows:

Option Period(s), if exercised.

- Option Period 1 - February 08, 2023 through February 07, 2024.
- Option Period 2 - February 08, 2024 through February 07, 2025.
- Option Period 3 - February 08, 2025 through February 07, 2026.
- Option Period 4 - February 08, 2026 through February 07, 2027.

C.12 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offerors is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at: NIFC in Boise, ID, or by electronic means.

C.13 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (AGAR 452.216-73) (FEB 1988)

During the period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum of \$80,000.00 per crew (with the exception of CLIN 0042 the minimum is \$57,000 because the MAP is only 30 days) for the base year and each option year, but not in excess of \$20,000,000.00 per crew for the life of the contract.

C.14 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.15 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.16 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.17 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)
- ICT5/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.18 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 incidents.

C.19 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.20 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.21 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 firefighting or incident support situation at the discretion of the Incident Commander.

C.22 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> 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)

1. Manual Logging and Forestry Related activities:
https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html

2. 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.23 TASK-ORDER AND DELIVER ORDER OMBUDSMAN (FAR 52.216-32) (SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Chief, Procurement and Policy Branch
Alfort Belin – Alfort.belin@usda.gov
707-562-9107

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

Alternate 1:

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

Chief, Procurement and Policy Branch
Alfort Belin – Alfort.belin@usda.gov
707-562-9107

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

C.24 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.25 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.26 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.27 MANDATORY AVAILABILITY PERIOD

The NCC is required to be available to accept orders for emergency incident assignments during the Mandatory Availability Period (MAP) identified in the Schedule of Items. The Government may request that the NCC be available up to 30 days before the beginning of the MAP and may extend the MAP for up to 30 days after the ending dates identified in the Schedule of Items (no additional guarantee will apply). Any extension of the MAP is subject to acceptance by the Contractor and must be implemented through a contract modification. Outside the MAP, the Contractor is not obligated to be available and is not required to accept orders for any assignments.

The Contractor may request unavailable status in writing at any time while the NCC is not on an incident assignment. The request must be submitted in writing to the Contracting Officer for approval. If approved, the Contracting Officer will issue a letter that acknowledges the unavailable status of the NCC and the effective dates for the period of unavailability. When unavailable, the NCC will not be eligible for dispatch under this contract. Failure of the NCC to become available following the effective dates of the unavailability period will be considered as failure to perform in accordance with FAR 52.212-4 (m) Termination for Cause. Excess periods of requested unavailability (more than 20% of the MAP period) may be reflected in the Contractors performance evaluation ratings.

Any time an NCC becomes unavailable, the Host Unit Coordination Center may place orders with other NCCs or non-NCCs to perform work to meet the Government's needs. Any additional NCCs or non-NCCs dispatched to an incident assignment will be allowed to complete the assignment and will not be replaced if the previously unavailable NCC subsequently becomes available. Unapproved unavailability during the Mandatory Availability Period (MAP) for any contract period may be considered as a failure to perform in accordance with FAR 52.212-4 (m) Termination for Cause.

C.28 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 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 60 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 60 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, pre-award 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.28.1 CREW PERFORMANCE EVALUATIONS FOR EACH INCIDENT

The Contractor's crew performance will be documented on the National Type 2 & 2-IA Crew Performance Evaluation Form (Exhibit D.6). The form will be completed at the incident or project by the Government Representative supervising the work prior to the NCC being demobilized. If the Government Representative is released from the incident prior to the NCC, the Government Representative shall be responsible to complete the evaluation form upon return to their home unit and mailing a copy to the Contractor.

A copy of the performance evaluation shall be given to the Contractor at the incident and the Contractor shall forward any and all performance evaluations to the Contracting Officer. The CO will provide the Contractor 30 calendar days to respond to any negative performance information received. A copy of the evaluation must be included in the invoice packet submitted to the Finance Section. Do not send copies of the evaluation forms to the Albuquerque Service Center.

The Government will use all the Contractor's individual incident performance evaluations, in addition to other performance information that becomes available, to generate one summary CPARS report for each annual contract period of performance.

C.29 PAYMENT PROCEDURES

C.29.1 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 contracted rate shall continue to apply (during on shift time) if the NCC is in contract compliance, and until the NCC has been released from the incident and has returned to the point of hire.

On Shift time includes:

- time NCC is working on Fire Suppression, All-Hazard, or Severity/Preparedness
- time NCC is under the direction/control of the Government including ordered standby
- time NCC is under ordered rest by the direction of the Government to keep the NCC 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 supervising the NCC

- 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 x 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 contract. (If allowed the Government will only pay the number of crew members as listed on the crew time report for that period).

With the exception of crew size, at any time when the NCC is not in strict compliance with the requirements of Table D.2, Minimum Crew Requirements, the Government will determine if the NCC meets the standards of Table D.3, Minimum Crew Requirements–Type 2, and may downgrade the NCC from Type 2-IA to a Type 2 crew and may at its discretion:

- continue to employ the NCC if on assignment, or
- release the downgraded NCC

If the Government agrees to accept the NCC as a Type 2 crew, the NCC will not be deemed noncompliant.

When the crew is downgraded from Type 2-IA to Type 2, the Government will deduct 10% from the hourly rate and will pay at the lower rate until the requirements in Table D.2 are met. The deduction shall be clearly documented on the Crew Time Report, by the Government Representative responsible for supervising the crew.

(c) DAILY GUARANTEE

For each calendar day the NCC is under-hire, the Government shall pay no less than the following: (8 hours) x (number of crew members) x (full contracted rate specified in the awarded Schedule of Items), or the actual time worked rounded up to the next ¼ 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 the day when the NCC completes authorized travel back to the DDP. If the NCC is reassigned to another incident while in travel status back to the DDP, then the Daily Guarantee applies.

(d) NONCOMPLIANCE

If the NCC 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 NCC into compliance. If the NCC 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 NCC was not available. Upon rejection, resource will not be statused as available until such time that the CO or COR agrees the NCC is brought into compliance and re-inspected at the Government's convenience. Repeated noncompliance issues may be grounds for termination of the contract IAW FAR 52.212-4 (m) Termination for Cause.

If at any time after acceptance at the incident, the Contractor subsequently becomes noncompliant, and therefore cannot perform work under this contract, the Daily Guarantee shall not apply, and the Contractor will be paid only for the actual hours worked prior to becoming noncompliant. The Contractor may be given 24 hours or time frame designated by

Government representatives to bring the NCC into compliance. If the NCC cannot become compliant, no payment will be made for travel to return to the point of hire, or for the time that the NCC was not available.

(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 and ICT5. 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 an NCC from an incident or project assignment. If the Contractor withdraws the NCC before the Government inspects and accepts the resource, then no payment for travel to and from the incident or project site will be paid. 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 NCC 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 NCC 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 incidental 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. When released or reassigned the crew will be entitled to the Standard Conus meal breakdown for meals periods that occur while under hire.

(a) Determining if NCC is in a Travel Status:

Per Diem authorizations may be issued when the NCC 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 NCC 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 NCC is authorized overnight accommodations, then reimbursement will be made IAW Section C.29.1 (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 NCC 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 NCC will be entitled to compensation for Lodging and meals IAW Section C.29.1 (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 NCC 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 Task Order;

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 NCC is in route, the resource is considered mobilized. The NCC 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

The office designated in Block 18a of the contract award document (Standard Form 1449) is the payment office unless and until changed by contract modification. The payment office address must be clearly printed on any envelopes sent to the payment office along with the Contractor's return address including Contractor name, contract number, CLIN and NCC number. For Project Work payments, refer to Section C.29.5 (b).

(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;

authorized meal breaks; ordered standby, RON allowance, M&IE 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 NCC 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 (OF-286). Crew Time Reports signed by the Government Representative are required as supporting documentation. Once the payment package is complete the Finance Section will send to the payment office.

C.29.2 REIMBURSEMENT FOR AIR TRANSPORTATION

(a) When NCCs 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.29.1 (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 contract 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.29.3 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 NCC 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 contract 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. 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 contract, 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. (See Section D.1.9)
- 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.29.4 PAYMENT FOR ACCOUNTABLE/DURABLE GOODS

All unreturned accountable and durable property shall 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.29.5 PAYMENT FOR PROJECT WORK

Length of shifts under Project Work will normally consist of 8 to 10-hour days including travel. In addition to hourly rates, rates of pay for Project Work may be measured in units such as price per acre, per pile, per day, or other appropriate unit of measure. (See Section C.3.2).

When the Contractor accepts a Project Work assignment under this contract, the NCC must complete the assignment as agreed upon unless released by the Government. Meal breaks are non-compensable while on Project Work assignments and are excluded from computation of the total hours worked per day. The following terms apply to all project work if paid by an hourly rate:

(a) RATES OF PAYMENT

(1) Rate of Payment: The rate of payment will be at the rates as offered and awarded in the Contractor's response to a competed Task Order.

(2) On Shift: Includes,

(i) Time the Contractor is actually working and,

(ii) Time under the direction and control of the Government, including inspection.

If offering hourly rates, the Contractor is paid for all on shift time from the beginning of shift until the end of shift, except for meal breaks.

(3) Overnight Allowance and Meal Allowance: Overnight allowance and meal allowance will be paid as specified in each Task Order issued.

(4) Order Cancellation in Route: If the order is cancelled after a task order has been confirmed and the resource is in route, the order will be Terminated for Convenience IAW Section C.1 (I). The hourly rate as specified for fire suppression shall be paid for actual hours traveled per person. There is no cancellation fee if the Task Order is cancelled prior to the Crew's mobilization unless specifically agreed to in advance and documented on the awarded Task Order.

(b) PAYING FOR PROJECT WORK

The benefiting Agency that is ordering and funding the project will process the payment through their appropriate Paying Unit in accordance with their Agency's procedures.

(c) INVOICING PROCESS – PROJECTS (Addendum to FAR 52.212-4(i) payment)

(1) Project Work Paid at an Hourly Rate

Contractors are responsible to provide these forms to the Government when performing on a project paid at an hourly rate:

- (i) The Single Resource Boss (Crew) will carry 2 copies of the contract with the task order to the project work site.
- (ii) After each operational period worked the Government shall record the Contractor's time on a Crew Time Report (SF-261). The Government and the Contractor Representatives shall sign the SF-261 verifying the hours worked daily. The appropriate job code, including override, shall be annotated in block 5 of Form SF-261. If applicable the Government shall annotate in block 11 of the SF-261 if the Overnight and Meal Allowances are to be paid.
- (iii) The Contractor must submit his invoice along with the original Crew Time Reports to the Government representative overseeing the project. The Contractor must obtain a receipt signature of the invoice prior to submission of the invoice to the designated payment office.
- (iv) The Contractor Representative shall bundle and submit all invoices with accompanying Crew Time Reports to the designated payment office after Government review, audit, and approval.

(2) Project Work Paid at Other Than an Hourly Rate

For project work priced at other than an hourly rate, the Contractor shall submit invoices that accurately measure work completed, such as percentage of work completed, acres completed, or days worked.

C.30 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.31 WORKMANSHIP

(a) All work under this contract shall be performed in a safe manner to a professional standard. The purpose of performance under this contract 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.24). 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 after the action. Accordingly, the Contracting Officer, COR, or Project Inspector may require in writing that the Contractor remove immediately from the contract 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 2IA CREW

EXHIBIT D.2: DEFINITIONS TYPE 2IA 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

NATIONAL TYPE 2IA 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 cooperators provided firefighter crews, as well as firefighter crews hired under contract.

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 that 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 NCCs 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. Contractor shall provide a **MINIMUM** of four (4) vehicles to allow for division of the crew into subunits. School type buses are not acceptable. 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 during the Mandatory Availability Period. (Due to safety concerns 15 passenger vans are not allowed).

NOTE: If a van has the same chassis size and/or are similar in length and width when parked side by side as a 15-passenger van, then it would not be allowed. Any van having the potential to carry passengers and/or cargo the same as a 15 passenger/high capacity van is not allowed.

D.1.3 EQUIPMENT

(a) HAND TOOLS

Contractor must ensure that each NCC 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
Power Saw	With Fuel, Oil, and Kit (D.1.3 (b))	3
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) CHAINSAW KIT

Three chainsaw kits are required for each NCC. Each kit shall consist of a chainsaw with a minimum 24-inch bar and 3.44 cubic inch size motor, chaps (meeting USFS Specification 6170-4F or later, or certified to NFPA 1977), extra chain, chainsaw wrench, and appropriate size, round and flat sharpening files. A falling axe and falling wedges are required.

(c) 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 contract.

(2) Severity/Preparedness and Project Work Assignments:

Contractor will be responsible for assigning the programming for their radios at the start of Severity/Preparedness and Project Work assignments and will be responsible for removing the programming prior to leaving the assignment. This programming direction is applicable to only Severity/Preparedness and Project Work 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.29.1 (b)). Each crew shall be directly supervised on site by one Crew Boss (CRWB), and three (3) Incident Commander, Type 5 (ICT5) 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, D.3, and D.4 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-IA Mobilization

Standard	Minimum Requirement
Fire Line Capability	Initial attack; Crew can be broken up into Squads; fireline construction; firing to include burnout
Crew Size	18 – 20 Persons
Leadership Qualifications	1 CRWB and 3 ICT5
Experience	At Least 60% of the crew must have one season or more experience
Full Time Organized Crews	Mandatory Availability Period only, as required herein
Communications	4 Programmable Radios
Sawyers	3 qualified sawyers (FAL3, FAL2, FAL1) Minimum FAL3 qualification
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	Available during Mandatory Availability Period and/or per status in IROC
Production Factor	0.8 (reference Fireline Handbook 410-1)
Transportation	See Section D.1.8 for Ground Transportation and D.1.9 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))

Table D.3 Minimum Crew Requirements for Type 2 Mobilization

Standard	Minimum Requirement
Fire Line Capability	Initial attack, fireline construction, firing as directed
Crew Size	18 – 20 Persons

Leadership Qualifications	1 CRWB and 3 FFT1
Experience	At Least 20% of the crew must have one season or more experience
Full time Organized Crews	Mandatory Availability Period only – On Call
Communications	4 Programmable Radios
Sawyers	3 qualified sawyers Minimum FAL3 qualification
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	If statused as available in IROC resource
Production Factor	0.8 (reference Fireline Handbook 410-1)
Transportation	See Section D.1.2 for Ground Transportation and D.1.9 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 Contract. The qualifications defined are for the ICS positions of Single Resource Boss-Crew (CRWB); Incident Commander Type 5 (ICT5); Advanced Firefighter/Squad Boss (FFT1); and Firefighter (FFT2). Table D.4 identifies the sequence for training and experience requirements to become certified in each position required under the terms of this contract.

(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) **INCIDENT COMMANDER TYPE 5**

Note: The Firefighter Type 1 (FFT1) AND Incident Commander Type 5 (ICT5) Position Task Books are combined. However, the positions have not been combined. The FFT1 Tasks are completed only once; additional tasks must be completed to meet the ICT5 level. The FFT1 and ICT5 tasks can be completed simultaneously. The required experience is satisfactory performance as a Firefighter Type 2 (FFT2).

(1) REQUIRED TRAINING

- ICS for Single Resources and Initial Action Incidents (ICS-200)
- Firefighter Type 1 (S-131)
- Annual Fireline Safety Refresher (RT-130)

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

- 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) incident.

AND

Satisfactory completion and certification of PTB as an Incident Commander Type 5 (ICT5) while supervising a minimum of four (4) firefighters, on wildfire 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 had at a minimum, one operational period requiring suppression action on active flame (hotline).

(1) PHYSICAL FITNESS

Arduous

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

- Firefighter Type 1 (FFT1)
- 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.

(c) 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.

(d) **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.

(e) INCIDENT SAWYER*

(1) REQUIRED TRAINING

- Power Saws (S-212)
- Annual Fireline Safety Refresher (RT-130)
- First Aid and CPR (required by OSHA 1910.266 Appendix B for all fallers under logging operations.

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

Demonstrate competency as FAL1, FAL2, or FAL3

(3) EXPERIENCE

Minimum FFT2 Qualified

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS FAL1, FAL2, or FAL3, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FALLER CERTIFICATION

None

An initial certification is required for all falling position (FAL1, FAL2, and FAL3) qualifications, and every three years following initial certification.

The chainsaw may be used by the NCC only for fireline construction, mop-up, or clearing access routes and emergency escape routes, storm debris clean-up and light project work such as small tree thinning and brush removal. NCC chainsaw operators under this contract shall not be assigned to perform as danger/hazard tree fallers beyond what is necessary to safely complete the tasks listed above (Incidental danger/hazard tree falling). NCC chainsaw operators may fall those danger/hazard trees, potential danger/hazard trees, and trees that represent a threat to the line or a clear and present danger/hazard to personnel in furtherance of the above tasks and within their training and qualifications. As with all trees, only a trained and competent faller should attempt to fall a danger/hazard tree. All fallers including NCC chainsaw operators, have the obligation to refuse to cut any tree that they cannot safely fall and that is within the scope of their skills and qualifications. NCC chainsaw operators may not leave crew to perform as faller for another crew.

(f) ADDITIONAL REQUIREMENTS

(1) Forest Service Fireline Safety Refresher Training Annual Fireline Safety Refresher Training (RT-130) is required for all positions as identified in FSFAQG and the Wildland Fire Qualifications System Guide (NWCG 310-1). Forest Service has extended this requirement to 13 months. Annual Fireline Safety Refresher Training is provided to recognize hazards and mitigate risk, maintain safe practices and to reduce accidents and near misses. The intent of the annual fireline safety refresher training is to focus suppression and prescribed fire personnel on operations and decision-making issues related to incident safety. Annual Fireline Safety Refresher Training must include the following core topics: Core Topics Examples Avoiding Entrapments Use training and reference materials to study the risk management process as identified in the Incident Response Pocket Guide as appropriate to the participants, e.g., LCES, Standard Firefighting Orders, Eighteen Watch Out Situations, Wildfire Decision Support System (WFDSS) direction, Fire Management Plan priorities, etc. Current Issues Review and discuss identified “hot topics” as found on the current Wildland Fire Safety Training Annual Refresher (WFSTAR) website. Review forecasts and assessments for the upcoming fire season and discuss implications for firefighter safety. Fire Shelter Review and discuss last resort survival including escape and shelter deployment site selection. Conduct “hands-on” fire shelter inspections. Practice shelter deployments in applicable crew/module 18 configurations. Other Hazards and Safety Issues Choose additional hazard and safety subjects, which may include SAFENET, current safety alerts, site/unit specific safety issues and hazards. These core topics must be sufficiently covered to ensure that personnel are aware of safety concerns and procedures and can demonstrate proficiency in fire shelter deployment. The Forest Service has No minimum refresher training hour requirements. Core topics shown above should reflect the quality of the material used and not the quantity. Further guidance can be found in the most current version of the Interagency Standards for Fire and Fire Aviation Operations located on the Forest Service Fire & Aviation Management Publications website: <http://www.fs.fed.us/fire/publications/index.html> Additional information can be found on the Wildland Fire Safety Training (WFSTAR) website: <http://www.nifc.gov/wfstar/index.html>

(2) National Incident Management System (NIMS) IS-700.a overview course is required under this contract 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, however, experience requirements that are shared by both ICT5 & FFT1 may be achieved concurrently and do not need to be repeated for each position separately.

(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 contract period. The government is not responsible for certifying or maintaining qualification records for Contractors or Contractor's employee(s).

(7) NCC members shall not perform in trainee positions other than those positions listed in Section D.1.5.

Table D.4 Sequence for Position Certification Type 2IA

ICS Position	Minimum Requirement
Firefighter FFT2	<ol style="list-style-type: none"> 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	<ol style="list-style-type: none"> 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.
Incident Commander Type 5 ICT5	<ol style="list-style-type: none"> 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, ICS-200. 4. Firefighter becomes an ICT5 Trainee. 5. Complete Annual RT-130 training. 6. Pass annual Work Capacity Fitness Test (Arduous). 7. As an ICT5 Trainee, work on at least three (3) training/evaluation assignments on any wildfire incidents Type 1-5 that included hotline activities and total at least 15 Operational Periods, 10 of these on any Type 1-5 incidents, and complete the FFT1/ ICT5 task book. This meets requirement for satisfactory performance as an ICT5. 8. Firefighter becomes certified as an ICT5.
Crew Boss CRWB	<ol style="list-style-type: none"> 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.
Incident Sawyer	<ol style="list-style-type: none"> 1. Minimum FFT2 qualified 2. Complete S-212 training. 3. Demonstrate performance as FAL1, FAL2, or FAL3. 4. Complete Annual RT-130 training. 5. Pass annual Work Capacity Fitness Test (Arduous). 6. First Aid and CPR (OSHA 1910.266 Appendix B for all fallers under logging operations).

* 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, 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:

https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprd3855713.pdf

Information about MOUs with the NRCG is available at:

https://gacc.nifc.gov/nrcc/dispatch/equipment_supplies/agree-contract/training_info.htm

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 contract 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 contract.

(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 required 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 contract. 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 NCC, upon arrival or during the incident does not have the required PPE, the NCC 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.

(10) CHAIN SAW CHAPS: For each firefighter who operates a chain saw, chain saw chaps must be worn during saw operations. Chain saw protection/chaps shall meet USFS Specification 6170-4F or later, or meet the current requirements of NFPA 1977. Chain saw chaps should be adjusted for a snug fit that will keep them positioned correctly on the legs. Chain saw chaps must be long enough to reach 2 inches below the boot tops. Proper fit and correct chap length maximize protection. Chainsaw chaps shall be maintained in accordance with MTDC Publication, *Inspecting and Repairing your Chainsaw Chaps – User Instructions* (0567-2816-MTDC) available at <https://www.fs.fed.us/t-d/pubs/htmlpubs/htm05672816/page01.htm>.

(f) FIRELINE LEADERSHIP COMMUNICATIONS SKILLS

All personnel in leadership positions such as Crew Bosses, ICT5's, 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. This card shall be typed or printed. 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, ICT5, 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 contract. In addition, each crewmember must also carry a Government issued photo identification, such as a state driver's license, passport, state identification card, etc. at all times.

(h) PHYSICAL DEMANDS

Work under this contract 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 NCC are transported by commercial air, the Government shall reimburse the Contractor for air transportation costs in accordance with Section C.29.2. 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. Crews shall not bring chain saws, unless specifically requested. (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 fusees may be loaded aboard aircraft. If chain saws are requested, they must be purged before being placed on the 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 CONTRACTOR TRANSPORTATION OF CREW VEHICLES

If the Contractor elects to provide Contractor employees as qualified drivers for delivery of their vehicles, the Government shall reimburse the Contractor for the cost to provide employee drivers following the terms and conditions listed below and in accordance with Section C.29.3.

- (a) When the NCC is transported to an incident by air, only full-strength crews as identified in Table D.2 or D.3 shall be provided. Contractor employees provided as drivers for delivery of crew vehicles shall not be members of the NCC being flown to the incident.
- (b) When demobilized from the incident, the Government will determine the method to be used to transport the NCC to the next incident assignment or to the original pick-up point where air transport commenced. In most instances, the Government will elect to use air transportation to send the NCC to the next incident assignment or back to the original pick-up point. If the Government elects to use air transportation, only full-strength crews as identified in Table D.2 or D.3 will be transported. Members of the crew being flown must not be withheld for use as drivers for the delivery of crew vehicles to the next incident assignment or to the original pick-up point when the Government elects to use air transportation.
- (c) Contractor employees provided as drivers for delivery of crew vehicles must comply with all State or Federal Department of Transportation regulations when transporting crew vehicles.

D.1.10 DESIGNATED DISPATCH POINT

The Designated Dispatch Point (DDP) is the physical address provided by the Contractor where the NCC personnel and equipment must be located during the MAP. The DDP must be located within the maximum air mileage radius identified in 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 an NCC (fire chasing) during the MAP is prohibited. Contractors that have unilaterally relocated their NCC during the MAP may be suspended at no cost to the government.

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, contract 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) CONTRACT INFORMATION

The Contractor shall always carry a minimum of (2) two hard copies or (1) one electronic copy (on a flash drive or similar electronic storage means for ease of printing) of this contract. The Contractor shall furnish a copy of the contract award information, including the awarded Schedule of Items/Crew Summary 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 NCC 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.30.1 (h) - (i) and C.19).

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 NCC. 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 NCC on an incident regarding all matters pertaining to this contract.

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 sufficient 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

Each year prior to use of the NCC, the Government may conduct pre-use inspections of Contractors equipment and personnel for compliance with contract specifications and conditions.

D.1.23 INCIDENT INSPECTION

The Government reserves the right to perform inspections to ensure compliance with contract requirements at any time during the contract 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 NCC 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 NCC 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 NCC 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 NCC 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 NCCs are always comprised of a total of 20 persons. However, prior to mobilization, the Government may elect to accept an NCC that is comprised of not less than 18 and no more than 20 crewmembers. If the Contractor agrees to add additional crewmembers to bring the NCC up to the contract 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 NCC, 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 NCC is accepted under this subsection, Point of Hire becomes the incident for the entire NCC. No travel time to the incident or return to the DDP shall be paid.

(3) If an under strength NCC 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 such as the Oregon Department of Forestry (ODF), 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 NCC may be demobilized from the incident and/or suspended if contract 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 NCC 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

The Quality Control/Safety/Training Plan shall be submitted at time of proposal meeting the below stated requirements and will be incorporated as EXHIBIT D.10 at time of award:

Quality Control Plan – A Quality Control Plan shall explain how contract 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 contract. 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 contract 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 contract will be met and how productive interface with incident personnel will be accomplished.

EXHIBIT D.2 DEFINITIONS FOR NATIONAL TYPE 2IA 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	Incident Resource Ordering Capability
MAP	Mandatory Availability Period
NCC	National Contract Crew
NICC	National Interagency Coordination Center
NWCG	National Wildfire Coordinating Group
PPE	Personal Protective Equipment

AGENCY - A Government organization which, for the practical purposes of this contract, is one of the land use agencies listed under GOVERNMENT. (See Section C.3.1 (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.

CAMPSITE - 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 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 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

DESIGNATED DISPATCH POINT (DDP) - Physical address where the NCC must be located during the MAP. Section B.3 lists the requirement for maximum distance that a DDP can be from any given Host Unit Coordination Center during the MAP.

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).

HOST UNIT - The land within the 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 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.

MANDATORY AVAILABILITY PERIOD (MAP) - The MAP encompasses that period as designated in the Schedule of Items during which availability and specific NCC location is mandated by the terms of this contract.

MEAL ALLOWANCE - An allowance paid as per Section C.29.1 (h) by the Government to partially compensate the Contractor for meals when food and drink is not supplied by the Government.

NATIONAL CONTRACT CREW (NCC) - Type 2-IA firefighter crew that meets the specifications and requirements of this contract as identified in the awarded Schedule of Items.

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.

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/nwcg_admin/members.htm

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, or 8-10 hours during project work.

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

PROJECT WORK - Optional work related to hazardous fuels management activities such as hazardous fuels reduction, prescribed fire application, brush removal, and land rehabilitation. Project Work shall not include construction, facilities maintenance and repair, or timber-related activities.

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 contracted 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 NCC is ordered by the Government and end by notification to the Contractor that the NCC 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, 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	With Gas and Oil	Minimum 24" (NCC) Minimum 18" (T2C) bar 3.44 Cubic Inch Motor	3		
Chain Saw Kit	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					
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					
CONTRACT 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.					
INCIDENT IDENTIFICATION/QUALIFICATION 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 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	60% 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	3 Qualified at all times			
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 for Crew Ground and Air Transportation	See Contract 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. † ExpirationDate _____		
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. _____

*Safety Item—Do not accept until brought into compliance.

† Include information for additional operators in REMARKS section.

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.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)

EXHIBIT D.8 WAGE DETERMINATIONS

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p> <p>Daniel W. Simms Director Division of Wage Determinations</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p> <p>Wage Determination No.: 1995-0221 Revision No.: 54 Date Of Last Revision: 10/20/2021</p>
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

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

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

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

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

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		21.50
Continental U.S.		21.50
Hawaii and American Samoa		21.25
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		30.36
Hawaii and American Samoa		20.16

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National Type 2 IA Firefighter Crews

U.S. Forest Service
National Office

Midwestern Region	23.96
Northeast Region	22.49
Southern Region	20.96
Western Region	24.25
05220 - Motor Vehicle Mechanic Helper	
Alaska	21.96
Hawaii and American Samoa	15.52
Midwestern Region	15.53
Northeast Region	17.52
Southern Region	13.51
Western Region	16.43
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	18.24
Hawaii and American Samoa	18.21
Midwestern Region	15.29
Northeast Region	17.34
Southern Region	12.48
Western Region	19.03
07041 - Cook I	
Alaska	15.72
Hawaii and American Samoa	15.33
Midwestern Region	11.23
Northeast Region	14.03
Southern Region	10.69
Western Region	12.80
07042 - Cook II	
Alaska	18.11
Hawaii and American Samoa	17.12
Midwestern Region	12.67
Northeast Region	15.80
Southern Region	12.06
Western Region	14.45
07070 - Dishwasher	
Alaska	13.45
Hawaii and American Samoa	14.73
Midwestern Region	9.09
Northeast Region	9.75
Southern Region	9.45
Western Region	9.81
07130 - Food Service Worker	
Alaska	13.73
Hawaii and American Samoa	13.65
Midwestern Region	10.73
Northeast Region	12.86
Southern Region	10.16
Western Region	11.16
07210 - Meat Cutter	
Alaska	22.38
Hawaii and American Samoa	21.73
Midwestern Region	18.86
Northeast Region	21.96
Southern Region	15.74
Western Region	20.60

12000 - Health Occupations

12040 - Emergency Medical Technician	
Alaska	26.25
Continental U.S.	19.12
Hawaii and American Samoa	21.49

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	
Alaska	25.21
Hawaii and American Samoa	19.64
Midwestern Region	18.12
Northeast Region	17.70
Southern Region	14.99
Western Region	19.38

21150 - Stock Clerk	
Alaska	16.28
Hawaii and American Samoa	12.84
Midwestern Region	14.39
Northeast Region	14.20
Southern Region	13.79
Western Region	14.58

23000 - Mechanics And Maintenance And Repair Occupations

23021 - Aircraft Mechanic I	
Alaska	31.97
Continental U.S.	32.88
Hawaii and American Samoa	33.04

23022 - Aircraft Mechanic II	
Alaska	33.19
Continental U.S.	33.73
Hawaii and American Samoa	34.39

23023 - Aircraft Mechanic III	
Alaska	35.01
Continental U.S.	35.25
Hawaii and American Samoa	36.09

23040 - Aircraft Mechanic Helper	
Alaska	25.07
Continental U.S.	24.73
Hawaii and American Samoa	23.86

23060 - Aircraft Servicer	
Alaska	28.01
Continental U.S.	28.20
Hawaii and American Samoa	27.69

23160 - Electrician, Maintenance	
Alaska	36.08
Hawaii and American Samoa	31.10
Midwestern Region	27.09
Northeast Region	29.05
Southern Region	23.17
Western Region	27.67

23440 - Heavy Equipment Operator	
Alaska	29.52
Hawaii and American Samoa	21.00
Midwestern Region	23.96
Northeast Region	22.49
Southern Region	20.96

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Western Region	24.24
23470 - Laborer	
Alaska	17.91
Hawaii and American Samoa	17.39
Midwestern Region	14.58
Northeast Region	14.69
Southern Region	11.87
Western Region	13.77
23530 - Machinery Maintenance Mechanic	
Alaska	33.68
Hawaii and American Samoa	33.23
Midwestern Region	20.77
Northeast Region	21.73
Southern Region	16.46
Western Region	20.61
23580 - Maintenance Trades Helper	
Alaska	24.62
Hawaii and American Samoa	18.99
Midwestern Region	19.56
Northeast Region	18.26
Southern Region	16.45
Western Region	16.97
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	13.64
Hawaii and American Samoa	11.12
Midwestern Region	8.90
Northeast Region	9.38
Southern Region	8.90
Western Region	9.38
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	26.41
Hawaii and American Samoa	25.12
Mid Western Region	23.46
Northeast Region	21.72
Southern Region	23.88
Western Region	22.32
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	24.77
Hawaii and American Samoa	16.09
Midwestern Region: 1 1/2 to 4 tons	20.41
Midwestern Region: over 4 tons	21.35
Midwestern Region: under 1 1/2 tons	15.28
Northeast Region: 1 1/2 to 4 tons	20.92
Northeast Region: over 4 tons	21.83
Northeast Region: under 1 1/2 tons	16.23
Southern Region: 1 1/2 to 4 tons	18.63
Southern Region: over 4 tons	19.34
Southern Region: under 1 1/2 tons	10.39
Western Region: 1 1/2 to 4 tons	19.22
Western Region: over 4 tons	19.76
Western Region: under 1 1/2 tons	12.09

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31361 - Truckdriver, Light	
Alaska	23.19
Hawaii and American Samoa	12.70
Midwestern Region	15.28
Northeast Region	16.23
Southern Region	10.39
Western Region	12.09
31362 - Truckdriver, Medium	
Alaska	25.11
Hawaii and American Samoa	16.07
Midwestern Region	20.41
Northeast Region	20.96
Southern Region	18.58
Western Region	19.22
31363 - Truckdriver, Heavy	
Alaska	26.53
Hawaii and American Samoa	17.54
Midwestern Region	21.35
Northeast Region	21.83
Southern Region	19.34
Western Region	20.48
31364 - Truckdriver, Tractor-Trailer	
Alaska	27.95
Hawaii and American Samoa	17.76
Midwestern Region	25.37
Northeast Region	21.98
Southern Region	20.31
Western Region	20.90
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook- Baker/Assistant Cook	
Alaska	18.04
Hawaii and American Samoa	17.12
Midwestern Region	12.67
Northeast Region	15.80
Southern Region	12.05
Western Region	14.45
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	22.41
Hawaii and American Samoa	23.02
Midwestern Region	20.17
Northeast Region	21.32
Southern Region	22.10
Western Region	20.33
(not set) - Quality Assurance Representative II	
Alaska	29.32
Hawaii and American Samoa	27.37
Midwestern Region	24.88
Northeast Region	26.46
Southern Region	23.37
Western Region	24.64
(not set) - Quality Assurance Representative III	
Alaska	31.20

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U.S. Forest Service
National Office

Hawaii and American Samoa	29.80
Midwestern Region	29.29
Northeast Region	31.13
Southern Region	27.64
Western Region	29.55
(not set) - Chief Cook	
Alaska	23.96
Hawaii and American Samoa	28.72
Midwestern Region	21.12
Northeast Region	25.57
Southern Region	19.36
Western Region	23.53
(not set) - Environmental Protection Specialist	
Alaska	37.79
Hawaii and American Samoa	34.95
Midwestern Region	31.79
Northeast Region	38.13
Southern Region	32.37
Western Region	33.47
(not set) - Fire Safety Professional	
Alaska	37.77
Hawaii and American Samoa	34.99
Midwestern Region	31.79
Northeast Region	38.13
Southern Region	32.37
Western Region	33.47
(not set) - Aircraft Quality Control Inspector	
Alaska	33.44
Continental U.S.	34.38
Hawaii and American Samoa	34.57
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	13.24
Hawaii and American Samoa	12.25
Midwestern Region	11.31
Northeast Region	12.91
Southern Region	8.90
Western Region	11.01

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: \$4.60 per hour, up to 40 hours per week, or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour, up to 40 hours per week, or \$169.20 per week, or \$733.20 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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 \$4.60 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 \$4.23 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, drying, 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 programmes; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests)

and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

Fire Safety Professional

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

Quality Assurance Representative I

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

Quality Assurance Representative II

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

Quality Assurance Representative III

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

EXHIBIT D.10 QUALITY CONTROL/SAFETY/TRAINING PLAN

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