

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

1. REQUISITION NUMBER PAGE 1 OF 1 of 56
 2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER AG-04HI-S-07-9002 6. SOLICITATION ISSUE DATE May 24, 2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME Kermadine Barton – Contracting Officer Willie Begay – Technical Contact b. TELEPHONE NUMBER(No collect calls) 541-471-6746 503-808-2328 8. OFFER DUE DATE/ LOCAL TIME June 25, 2007 @ 4:30 pm

9. ISSUED BY CODE [] 10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 115310
 SIZE STANDARD: 16.5 mil
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 12. DISCOUNT TERMS
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

USDA Forest Service
 Acquisition Management – Region 6
 333 SW First Avenue – PO Box 3623
 Portland, OR 97208-3623

15. DELIVER TO CODE [] 16. ADMINISTERED BY See Block 9 CODE []

17a. CONTRACTOR/ OFFEROR NAME AND ADDRESS CODE [] FACILITY CODE [] 18a. PAYMENT WILL BE MADE BY CODE []

See Part Three, Scope of Work, 18. a)

TELEPHONE NO.
 TAX PAYER ID NO.
 DUNS NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Crew Carriers (school type buses) and Coach Buses for Incident Support				
	Contractor quotes shall be submitted in EaTIS (Equipment and Training Inventory System).				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.2124. FAR 52.212-5 IS ATTACHED. ARE ARE NOT ATTACHED
 ADDENDA

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REF. OFFER DATED .. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Part 1 – The Schedule</p> <p>Part 2 – Contract Clauses</p> <p>Part 3 – Scope of Work</p> <p>Part 4 – Solicitation Provisions</p> <p>Part 5 – Contract Documents, Exhibits or Attachments</p> <p>Continuation of Block 27: The full text of a clause or provision may be accessed electronically at www.arnet.gov/far/</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECTFOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER		FOR PAYMENT		42a. RECEIVED BY (Print)	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42b. RECEIVED AT (Location)	
				42c. DATE RECD (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 4/2002) BACK

**PART 1 – THE SCHEDULE
 SUPPLIES OR SERVICES AND PRICE/COSTS**

SCHEDULE OF ITEMS

See the requirement located in the online Equipment and Training Inventory System at www.eatis.net

Here is a **sample** of the information that will be required.

Vehicle Type	Make/Model	Model Year	License Number/State	Apportioned Plates Yes/No	VIN	Owner's ID Number

Equipped with required storage Yes/No	Equipped with exterior boxes for flammable equipment Yes/No	Physical Location of Offered Bus
		Add ZIP = 4

All contractors that receive EERAs are advised that every record possessed by a federal agency shall be made available to the public in one form or another, unless it is specifically exempted from disclosure under the provisions of the Freedom of Information Act or Privacy Act.

A geographic area wide list of all awarded agreements will be posted on the Pacific Northwest Region website at: <http://www.fs.fed.us/r6/ppm/fire-procurement> for use by Pacific Northwest Region Dispatch Centers.

PART 1 – THE SCHEDULE

CONTINUATION OF SF-1449

Block 27: The full text of a clause or provision may be accessed electronically at www.arnet.gov/far/

SCHEDULE OF ITEMS

ITEM NO.	ITEM	QUANTITY OFFERED	DAILY RATE	MILEAGE
1.	Crew Carrier (School Type Bus)	Base Year (2007)	_____	\$/_____ /mile
		Renewal Year 1	_____	\$/_____ /mile
		Renewal Year 2	_____	\$/_____ /mile
2.	Coach	Base Year (2007)	_____	\$/_____ /mile
		Renewal Year 1	_____	\$/_____ /mile
		Renewal Year 2	_____	\$/_____ /mile

PRICING AND ESTIMATED QUANTITY

Crew Carriers:

- Hired as a Daily Rate OR Mileage Rate, whichever is greater.
- Require the vendor to have a cage for the tools OR provide a chase rig at **NO** expense to the Government.
- Require that the vehicle be no older than 1977.
- Require the operator to have Agency Specific Annual Fireline Refresher training and CDL.
- Require each vehicle to have a current DOT inspection.

Coach Buses:

- Hired at a Daily Rate OR Mileage Rate, whichever is greater.
Due to the sporadic occurrence of incident activity, the placement of any orders **IS NOT GUARANTEED**. Proposed rates shall include, but are not limited to, labor, equipment, materials, State and Federal taxes (including workman's compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment meets the specified standards.

VENDOR INSTRUCTION

You will be required to submit your offer to the Government electronically. The electronic information will be submitted into the Equipment and Training Inventory System (EaTIS). Information and training on the EaTIS system is available at the EaTIS website, [EaTIS: Home \(http://www.eatis.net\)](http://www.eatis.net).

You will not be able to receive an Agreement in 2007 if you have not registered your company in the Central Contractor Registration (CCR) System. [Central Contractor Registration \(CCR\) \(http://www.ccr.gov/\)](http://www.ccr.gov/). Your Representations and Certifications will need to be done online at the CCR, "View More Links" website. These representations and certifications will only need to be done once each year (or more often if information changes) for all Federal solicitations. To relieve contractors from having to do this for every solicitation, the Government has implemented a new electronic online Representations and Certifications process.

Prior to submitting a quotation, please review the package in its entirety, including all terms, conditions and specifications. **The electronic information you provide will be combined with the specifications, terms and conditions of this RFQ to establish your Emergency Equipment Rental Agreement for the current 2007 season. The Government may elect to NOT AWARD an Agreement if the information provided is not complete, accurate and legible.**

To be considered for award of an Agreement, you must complete and submit an electronic copy of the Quote Submission Package to the Contracting Officer by the closing date listed in block 8 of the SF-1449 unless otherwise noted. You may change company data, bid information, equipment information or location, or personnel information until the solicitation has closed. After the solicitation has closed, you can only add or change personnel and training records information. You may log into the web site and view all of your company information and print a report of your equipment and personnel information at any time during the agreement period.

Standard Form 1449 (electronically submitted in EaTIS):

All required information on the SF-1449 has been identified for your completion electronically. You do not need to submit a hard copy of this form.

Option Form 294, Emergency Equipment Rental Agreement, and Schedule of Items (electronically submitted in EaTIS):

This form and the Schedule of Items are attached for illustrative purposes only. The actual EERA form will be generated by the EaTIS system, based on the information submitted. You must complete all information for each piece of equipment in the EaTIS system.

Equipment and Training Inventory System (EaTIS) 2007.

The Equipment and Training Inventory System (EaTIS) will be used by participating units to sign up pre-season Emergency Equipment Rental Agreements (EERAs) for buses and other selected equipment. EaTIS is a web-based Internet process that facilitates electronic collection of specific vendor information. All system data is secured through a protected website located in Kansas City, Missouri. Participating agencies will maintain the ability to sign up equipment at the incident after all other options, such as pre-season agreements, have been exhausted.

Vendors will use EaTIS to electronically submit their company, equipment, and training qualification information (where applicable) to provide EERA-based equipment and/or services to the government. Since EaTIS is web-based, vendors must have a computer or have access to a computer. Vendors that do not have a computer may wish to visit a local school or library to obtain access to EaTIS. Additionally, vendors must have a valid email address so that communication about their EERA(s), such as the need to update or sign an agreement, can be transmitted electronically. Free email accounts can be obtained from any number of sources, including yahoo.com or google.com.

Vendors must first secure a USDA eAuthentication, Level 1 access account. eAuthentication accounts are obtained at the individual, not the company, level; therefore, each individual who may enter information into EaTIS for the vendor should obtain an eAuthentication Level 1 account. eAuthentication is used to validate an individual's unique identification prior to entering the EaTIS application. Registering for an eAuthentication account is Internet-based, and can be completed in a matter of minutes. Specific instructions for obtaining an eAuthentication account can be found at: <http://www.eauth.egov.usda.gov/>. Note: Vendors will be required to have a Level II access account.

Once vendors have secured eAuthentication account(s) and password(s), the entry of the eAuthentication information at www.eatis.fs.usda.gov will enable access into EaTIS. The first time a vendor logs into EaTIS, the system will instruct them to enter their company information. The EaTIS system will then generate a unique EaTIS password for the vendor. Vendors must secure both their eAuthentication password and their EaTIS password as they would bank PIN numbers – these passwords ensure the vendor's unique identity and enable vendor access to their specific EaTIS account.

Once vendors have obtained access to EaTIS through their secure passwords and have entered their company information, they are ready to use the EaTIS system to apply to solicitations and enter information for EERAs. After a vendor has entered their company and/or equipment information, that information carries forward from year to year and to all areas of the country, requiring less data entry when applying for multiple and/or new EERAs. Vendors should note that the same piece of equipment cannot be signed up pre-season for the same use in multiple geographic areas at any time.

A helpful vendor resource is a state-based organization, Procurement Technical Assistance Center (PTAC), which supports vendors meeting government solicitation requirements. Assistance with responding to solicitations is provided at no cost to the vendor. Information can be found on PTAC at <http://www.aptac-us.org/>.

The intent of this solicitation is to obtain the services of Pacific Northwest Geographic Area crew transport (school type buses) and coach buses as defined in this solicitation for incident support. Award will be made on an OF-294, Emergency Equipment Rental Agreement. Award of 1 year agreements with two renewal years is anticipated. **Agreements will be reviewed annually prior to renewal.** The agreements resulting from this Request for Quote (RFQ) may be used by multiple State and Federal agencies. Exhibit A contains requirements specific to the various State and Federal Agencies.

PART TWO - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS. (FEB 2007)

(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 the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) *Payment.*

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

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
The specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract. Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

ADDENDUM TO 52.212-4 -ADD THE FOLLOWING CLAUSES:

52.245-1 – Property Records (Apr 1984)

52.245-4 – Government Furnished Property (Short Form) (Jun 2003)

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA) FORM OF-294

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smokey conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

- a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*column 11*) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

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

2. **Special Rates** (*column 12*) shall apply when specified.
 3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
 4. **Daily Rate** (*column 11*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.
 - (a) **Shift Basis (Portion of calendar day)**
 1. **Single Shift** - (SS) is staffed with one operator or one crew
 2. **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
 3. Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.
- b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

- a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational.
- b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.
- c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in

accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

- d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

CLAUSE 8. Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction:

- (a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.
- (b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

- a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:
1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.
 2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
 3. Other items may be issued by the Government.
- b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov

CLAUSE 14. Claim Settlement Authority: For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

CLAUSE 15. Changes: Changes to Emergency Equipment Rental Agreements (EERA's), OF-294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include pocket knives with a blade less than 2 ½ inches in length or multi purpose tools such as a leatherman.

CLAUSE 17. Work Rest and Length of Assignment: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov

CLAUSE 18. Harassment Free Workplace: Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov

CLAUSE 19. Definitions - The following definitions for Block 10 of the EERA are added: Information about business size is collected for tracking purposes only.

- a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.
- b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.
- c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.
- d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

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

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

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

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

[Contracting Officer shall check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (4) [Reserved]
- (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006)(15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (24) (i) 52.225-3, Buy American Act--Free Trade Agreements -- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
 - (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

AGREEMENT AND PERFORMANCE PERIOD

(a) AGREEMENT PERIOD: Estimated date of offer of award is July 15, 2007. The agreement period shall extend for one year from the date of award. Agreements will be reviewed annually prior to renewal of agreement. Contracting Officer will take into consideration changes in market conditions and other pertinent factors that may warrant making new arrangements or modifying existing arrangements.

(b) **START WORK:** The Contractor will provide availability status to the designated dispatch office within 10 days after award of the agreement.

(c) **SUGGESTED AVAILABILITY PERIOD (SAP):** It is estimated that the potential use period for equipment within the Pacific Northwest Geographic area may fall between July 1 and November 30 of each year. Potential use outside this area could occur at any time.

PART THREE – SCOPE OF WORK

1. To establish emergency equipment rental agreements (EERA) for emergency incident passenger bus services from commercial sources. These agreements will be used by multiple State and Federal agencies (hereafter referred to as the “Government”).
2. Buses:
 - a.) Crew Carriers: The services provided shall include a bus (standard full size school type bus) with one driver and all operating supplies (including fuel, oil and fluids). The standard request for buses will be for the transportation of a 22-person firefighting crew and their equipment. Each crew is allowed a maximum of 5,100 pounds which includes firefighters, personal gear, tools, and miscellaneous supplies. Crew carrying type buses will be used on mountainous roads with gravel or native surfaces.
 - b.) Coach: 40+ passenger, bucket type seating and functioning air conditioning. May require fresh driver as per common commercial practice.
3. The bus shall be configured to safely store the gear while maintaining all DOT required emergency exit openings. Storage space shall have a minimum of 120 cubic feet. The internal or external storage space shall meet Federal Motor Carrier – Safety Regulations 392.62 (c) 1, 2, 3 Safe Operations. As an alternative, the Contractor can supply a chase vehicle with operator for the equipment at no extra cost to the government.
4. The prices quoted shall include all applicable Federal, State, and local taxes and duties. If after award, the Contractor obtains additional equipment of the same size and configuration, that equipment may be added to this contract at the Government's option at the same price as equipment originally awarded.
5. All buses are subject to a Government inspection upon dispatch and prior to passenger haul. Pre-use inspection and/or videotaping of bus may be conducted at time of hire. Information on inspections, including a sample copy of the Vehicle/Heavy Equipment Inspection Checklist Form OF-296 may be obtained from the local interagency dispatch center. See Exhibit C for further bus inspection information.
6. The DOT inspection, or similar documentation for each bus offered shall include:
 - a.) Applicable vehicle type
 - b.) Make and model information
 - c.) Model year
 - d.) License number (including state)
 - e.) Apportioned plates
 - f.) Vehicle identification number (VIN)
 - g.) Owner’s vehicle unit identification number
 - h.) Whether it is equipped with the required storage
 - i.) Equipped with exterior boxes meeting flammable storage requirements
 - j.) The physical location of each bus which will be used as the point of hire for initial dispatch purposes.
 - k.) List any special features of each vehicle, such as two-way radios or useful information which may benefit ordering officials in making a dispatch decision. Buses shall have cages to store equipment/gear OR provide chase vehicle at no extra expense.

NOTE: Firefighting tools can include but are not limited to: chainsaws, drip torches, fusees, handtools, bladder bags, and lunches. Flammable/combustible liquids shall not be transported inside the vehicle with passengers and driver. Chainsaws, drip torches, mixture gas and fuses may be stored in DOT approved external storage compartments.

7. The applicable jurisdictional permit number shall be printed on the outside of each bus vehicle and shall be included on the agreement. Current proof of safety inspections and insurance coverage shall be available at all times during usage of the vehicle. Bus drivers shall possess the required state commercial operator license and meet all state regulations applicable to the location in which operating a passenger carrier.
8. Identification and color requirements: The company name shall be displayed on the vehicle. Lettering on this shall be a minimum of two (2) inches in height.
9. Furnish a copy of current DOT operating authorities, permit numbers, and the name and location (state) of the issuing authority organization.
10. Licensing requirements for vehicles and drivers:
 - a.) Vehicles: Each bus shall be licensed with the Department of Motor vehicles or other appropriate agency. If the bus is operating on apportioned plates a copy of the cab card showing the states the vehicle is licensed in is required to be with the vehicle. Exceptions are not allowed. Any permits or special license requirements required to cross State or jurisdictional boundaries are the responsibility of the vendor.
 - b.) All Commercial Motor Vehicles 10,001 lbs. or more, with 3 or more axles on the ground, shall have State Commercial License Plates, and International Registration Plan (IRP) Agreement, and an International Fuel Tax Agreement (IFTA) Tag. This requirement also applies to all commercial motor vehicles 26,001 lbs. or more. Check with your local State DOT for requirements.
 - c.) Drivers: All operators of any motor vehicle having a gross vehicle weight rating (GVWR) of 26,001 pounds or more or of any motor vehicles designed to transport more than 15 persons (including the driver) shall have a Commercial Driver's License (CDL) with passenger endorsement and medical card valid for the state in which the operator resides. Failure to have a valid license shall be grounds for both the operator and equipment to be released from an incident without payment. The contractor supplied bus driver has the final say on where and how the vehicle can be used. All drivers of commercial vehicles shall adhere to Federal Motor Carriers Administration "Hours of Service". Contractor personnel shall speak English fluently and communicate clearly.
11. Insurance
 - a.) Each bus ordered shall carry a copy of the applicable insurances, inspections, copy of Solicitation AG-04H1-S-07-9002, and the signed agreement form (OF-294, EERA). Use and payment may stop if this requirement is not met. Any bus used in interstate transportation shall meet the insurance requirements of DOT Regulation CFR 49, 287.33, which specifies a minimum \$5,000,000 insurance coverage.

- b.) Worker's Compensation. Contractor shall provide Worker's Compensation coverage for its employees in accordance with applicable State Law. An Owner/Operator Worker's Compensation Exemption dated on or after April 28, 2005 is acceptable.
 - c.) Contractor is responsible for all federal, state, or local laws and regulations that apply regardless of the nature of the emergency and is responsible to know and adhere to those that apply. These include but are not limited to:
 - (1) State Workers' Compensation Laws
 - (2) U.S. Department of Labor Service Contract Act (See Exhibit G for Department of Labor Wage Determination)
 - (3) Federal Motor Carrier Safety Regulations
 - (4) Fair Labor Standards Act (FLSA)
 - (5) Occupational Safety and Health Administration (OSHA) Regulations
12. Training - Agency Specific Annual Fireline Refresher training is required annually. A copy of the Training Certification shall be carried with the operator and available for review upon request. See Exhibit H for Contractor Associations and Public Education Training Providers. The training shall include:
- a.) Focus on the Mission: Transporting Wildland Firefighters (Video)
 - b.) NFES 1570 – Your Fire Shelter: 2001 edition, pamphlet, English
 - c.) NFES 1568 – Video, VHS, Using Your Fire Shelter (27:20) English
13. Contact Points in addition to those listed on EERA: If additional contact information is required to facilitate the Governments need for vehicle availability inquires and for placing orders, provide a hard copy list of additional names of contact people and their corresponding telephone numbers to the vehicle's dispatch zone center.
14. Subsistence
- a.) See Clause 8, General Clauses to Emergency Equipment Rental Agreement (EERA) Form OF-294, Part 2, Contract Clauses.
 - b.) The Government will either furnish subsistence or provide additional payment on the equipment use invoice for overnight lodging and meals generated from travel exceeding DOT standards or where no fire camp is available. Reimbursement on the use invoice is as follows:
 - \$50.00 per calendar day per driver if under hire for 8 hours or more.
 - \$25.00 per calendar day per driver if under hire for less than 8 hours.
15. Noxious Weed Prevention. All vehicles shall arrive at the incident washed and free of noxious weed seeds. To reduce the transporting, introduction, and establishment of noxious weeds on the landscape due to fire suppression activities, fire suppression and support vehicles should be cleaned at Government provided pre-designated areas prior to leaving the incident. On-site fire equipment should be used to thoroughly clean the undercarriage, fender wells, tires, radiator, and exterior of the vehicle.
16. Incident Behavior. See Exhibit B for full text of Harassment Free Workplace policy.

- a.) 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.
- b.) Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature that constitutes sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- c.) Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being released from the incident.

17. Ordering

- a.) Orders for buses will be placed on a call-when-needed basis. The Government does not guarantee the placement of any orders for buses under this agreement, and no Contractor is obligated to accept the order. Once an order is accepted by the contractor, the terms of the agreement apply. When an order is received from a field incident by a dispatch office, the order will be filled from the listing of current agreements based upon price, location, availability, and past performance. The Government shall use the contractor that provides the most advantageous offer to the Government, considering lowest cost and availability to meet job requirements within the time frame. Lowest price may not be the primary ordering factor if other evaluation factors apply.
 - (1.) National best value criteria will be used to adjust the "value" to the government of a vendor's proposed price for their equipment. Since consistent past performance information is, generally, not available for prior years, the vendor portion of the best value analysis is not required in 2007. The equipment best value factors that will be used for each equipment category are listed below:

BUS – COACH

Category	Highest Possible Pts	Lowest Possible Pts	Possible Point Values
Toilet	\$1.00 (Yes)	0 (No)	\$1.00 (Yes) 0 (No)
TOTAL POSSIBLE ADJUSTMENT FOR BEST VALUE	\$1.00	0	N/A

BUS – CREW CARRIER (1977 OR NEWER)

Category	Highest Possible Pts	Lowest Possible Pts	Possible Point Values
Age of vehicle	100 (current yr to 1 yr old)	0 (21+ yrs old)	100 (current yr to 1 yr old) 95 (2 yrs) 90 (3 yrs) 85 (4 yrs) 80 (5 yrs) 75 (6 yrs) 70 (7 yrs) 65 (8 yrs) 60 (9 yrs) 55 (10 yrs) 50 (11 yrs) 45 (12 yrs) 40 (13 yrs) 35 (14 yrs) 30 (15 yrs) 25 (16 yrs) 20 (17 yrs) 15 (18 yrs) 10 (19 yrs) 5 (20 yrs) 0 (21+ yrs)
TOTAL POSSIBLE ADJUSTMENT FOR BEST VALUE	165	0	N/A

- b.) To avoid duplication and ensure coordination among agencies, only one pre-season agreement will be initiated with each contractor for the same piece of equipment. Nationwide dispatch can occur from this agreement. All vehicles offered and used under this agreement shall be registered and licensed and legally operable on all roads.
- c.) Each Contractor is responsible for obtaining a faxed copy of a resource order from the dispatch center upon an order being placed. This is mandatory for payment purposes. When receiving an order from the dispatch center, the Contractor should confirm the incident host agency which will be responsible for payment.
- d.) Established agreements will be available to all Pacific Northwest Geographic Area Dispatch and Coordination Centers. Any of the Pacific Northwest Geographic Area Dispatch and Coordination Centers may place orders directly with the Contractor. Contractors are encouraged to contact their local dispatch center to ensure a copy of the agreement is on file.
- e.) Each bus is subject to be inspected by a Government representative upon each initial incident order prior to use and again upon final release from the incident.

18. Payments - Contractor shares responsibility with the Government to ensure all documents required for making timely payment after release are completed before leaving an incident. The incident host agency is responsible for payment. Payments for emergency bus usage will be made from completed OF-286 form with required documentation included. See Exhibit E Driver's Checklist.

a) See Exhibit A for agency payment office information.

19. Contractor Evaluations - Contractor past performance is an important factor in Government procurement. See Exhibit F for a sample of a performance Rating Form.

a.) AGENCY PERSONNEL: An evaluation form shall be completed upon release from an incident by ground support personnel or individuals acting within the same capacity who have knowledge of the work provided by the contractor. The original of the completed forms will be provided to the contractor. Evaluations are to be mailed to the EERA administrative office as it appears on the Agreement. The Contractor is responsible for providing to the Contracting Officer, whose signature appears on the front of this agreement, copies of evaluations received on incident assignments. Contractors who do not meet this requirement may be cause for a non-renewal of their Agreements. A negative response is required from contractors that have no use in the year.

20. Definitions. See Exhibit D

21. List of documents, exhibits and other attachments.

a.) Provided in PART FIVE – CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS

PART FOUR - SOLICITATION PROVISIONS

FAR 52.212-1 Instructions to Offerors – Commercial Items (SEP 2006)

Incorporated by reference, full text of provision may be accessed electronically at www.arnet.gov/far/

FAR 52.212-2 Evaluation – Commercial Items (JAN 1999) (tailored)

The Government will award multiple agreements resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and past performance considered.

Past performance, as recorded in EaTIS, when rated at “Deficient” or “Needs to Improve” may be grounds for not receiving an offer of award.

A completed copy of an OF294 Emergency Equipment Rental Agreement (EERA) will be mailed to vendors as an offer of award. Acceptance of offer requires the vendor to sign and return the OF294 no later than 10 working days after receipt of EERA.

FAR 52.212-3 Offeror Representations and Certifications--Commercial Items (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

(1) Means a small business concern—

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration (CCR) database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- * Sole proprietorship;
 - * Partnership;
 - * Corporate entity (not tax-exempt);
 - * Corporate entity (tax-exempt);
 - * Government entity (Federal, State, or local);
 - * Foreign government;
 - * International organization per 26 CFR 1.6049-4;
 - * Other _____.
- (5) Common parent.
- * Offeror is not owned or controlled by a common parent:
 - * Name and TIN of common parent:
Name _____
TIN _____

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

- (1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.
- Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

- (A) Offeror’s number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 (B) Offeror’s average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

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

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

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade

Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

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

PART FIVE - CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS

LIST OF EXHIBITS

- Exhibit A Billing Addresses for all Agencies
- Exhibit B Harassment Free Workplace Policy
- Exhibit C Bus Inspection for Fire Transportation
- Exhibit D Definitions
- Exhibit E Driver's Checklist
- Exhibit F ICS 224 Crew Performance Rating Form
- Exhibit G Department of Labor Wage Determination No. 1995-0221, Rev 16, Dated 05/23/2006
- Exhibit H Contractor Associations and Public Education Providers
- Exhibit I All Hazards Training Requirements

Exhibit A

Billing Addresses for All Agencies

USDA Forest Service	USDA Forest Service Albuquerque Service Center Incident Business 101B Sun Ave. NE Albuquerque, NM 87109 877-372-7248
National Park Service	National Park Service Accounting Operations Center P.O. Box 100000 13461 Sunrise Valley Drive Herndon, VA 20171
Bureau of Land Management	Invoice returned to the BLM Local Incident Host Agency
Bureau of Indian Affairs Billings, Rocky Mountain Region	Bureau of Indian Affairs, Rocky Mountain Region Attn: Contracting 316 N. 26 th Street Billings, MT 59101 406-247-7949
Bureau of Indian Affairs Portland, Northwest Region	Designated billing office information will be provided by local host agency unit.
US Fish and Wildlife Service	U.S. Fish and Wildlife Service-- Fire Office Attn: Pat Richardson P.O. Box 25486, MS60130 Denver, CO 80225

Exhibit B - HARASSMENT FREE WORKPLACE POLICY

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

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

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

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

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

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

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

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

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

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

In addition, you may seek help from: Civil Rights Enforcement and Adjudication, your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

Exhibit C: BUS INSPECTION FOR FIRE TRANSPORTATION

Note: *This is general information only. Specific requirements are outlined in the Motor Carrier Safety Regulations, CFR 49, applicable to all commercial vehicles.*

Bus Safety Items

Safety Cage: If a contract bus has a safety cage installed to haul fire tools and the cage encloses the entire rear of the bus, and a door is installed to get to this compartment, whether door is latched open or closed at all times, it is a Federal Regulation that there shall be a minimum of one emergency exit hatch installed in the roof in front of the cage. This emergency hatch needs to be in front of the cage and to the rear of the bus. If the cage is so constructed as the compartments are on each side of the aisle and there is no cage door closing off the aisle, with no possible blockage of rear emergency exit, then the emergency roof exit is not mandatory. **NETTING WILL NOT BE ACCEPTED.**

Emergency door shall be marked with 1-inch letters.

Emergency Exits

To meet the Department of Transportation requirements for the transportation of personnel, it is recommended that the contractor construct cages in the rear of the buses on both sides with doors of the same material as the cages. The contractor shall leave the emergency exit path to the rear door unobstructed. The contractors that choose not to provide clearance to the rear of the bus and have cages across the rear, the following procedure shall be adhered to in order to meet the mandatory requirements:

- 1) The emergency exit sign shall be removed over the rear door.
- 2) A roof hatch shall be installed in the roof of the bus in front of the cage. The minimum size is 13" x 17" rectangle opening.
- 3) All exits shall be properly labeled.
- 4) The contractor shall perform the calculations established by the Dept. of Transportation for calculating how many exit windows shall be installed on each side of the bus. For calculation purposes, the front entrance door is considered to be 536 square inches for the right side of the bus.

Crew carrying buses shall provide unobstructed openings for emergency exits which collectively amount, in total square inches to 67 times the designated number of seats on the bus. At least 40% of this area is to be on the sides of the bus. No single opening shall comprise more than 536 square inches of the total area requirement. If no emergency door is provided, a properly labeled roof exit shall be installed in the rear half of the bus. It shall allow for manual release both inside and outside the bus. CFR 49, 571.217

Required Safety Items - Fire Extinguisher shall be minimum rating of 5BC, be fully charged, maintained to permit visual check for charge (gauge) and be securely mounted (no bungee cords) 393.95 (a).

Reflector Set - Required 395.95 part 4 (f) Spare fuse(s) - Required 395.95 part 4 (c)

Drive Shaft Protection – Shall have at least one guard or bracket at the end of shaft (splines or other such device) that would prevent the whipping of the shaft in the event of failure. 393.89

Exhaust System –

Gas Powered Buses – Tailpipe shall exit at or within 6 inches forward of the rear most part of the bus.

Diesel Powered Buses – Tailpipe shall exit within 15 inches of the rear most part of the bus;
or to the rear of all doors or windows designed to be opened except windows designed to open solely as
emergency exits. 393.83

No exhaust leaks will be tolerated. No temporary repairs, wraps, patches, etc.

Steering System 393.209 See table in CFR book for maximum steering lash allowed (power steering w/18”
wheel = 4 ¾”). Steering gear box and u-joints shall be in good condition. Ball joints and tie rods shall be in
good condition. Power steering systems shall not have any leaks. Belts shall be in good condition, with no
fraying, cracking or slipping. Steering wheel spokes may not be cracked or missing.

Brakes – 393.40 Subpart C Brakes shall comply with all applicable regulations in this chapter. General
information; Parking brake shall hold. Buses with air brakes shall meet front protection regulation (393.44).
Buses with air brakes shall have low air warning device and a working air pressure gauge. Slack adjusters shall
be properly adjusted (approx. 1 1/2” movement). Brake linings shall conform to specifications found in 393.47.
No leaks of fluid or air will be allowed.

Back up alarms – An automatic audible alarm shall be installed behind the rear axle with a noise rating of 87
DBA or greater.

Other Items

Fluid Leaks – All equipment hired is supposed to be in “sound mechanical condition.” Leaking fluid is an
indication that repairs are needed. Most equipment with leaks will be rejected until repairs are made. Under no
circumstance will oil leakage onto exhaust pipe or manifold be allowed.

Spare Tire - full size, mounted on wheel, required on all vehicles hired. Tire shall be secured to vehicle, not
loose.

Chock Blocks – Required on all vehicles hired.

Tires – Minimum 8/32 inch tread steer, and 6/32 inch tread drivers required.

Exhibit D

DEFINITIONS

AGENCY: For the purpose of this Agreement, Agency will have the same meaning as Government.

EVALUATION: Government evaluation forms will be used for all contract equipment (ICS-224).

GAWR: Gross Axle Weight Rating.

GOVERNMENT: Any State or Federal Wildland Fire Suppression Agency.

GOVERNMENT REPRESENTATIVE: Means any employee of the agencies listed under the definition of government responsible for government work to which any vehicle rented under this agreement may be assigned.

GUARANTEE: For each calendar day that equipment is under hire for at least 8 hours. The guarantee is not applicable to equipment hired under the Daily rate.

GVWR: Gross Vehicle Weight Rating.

INTERSTATE COMMERCE: Trade, traffic, or transportation in the United States, which is between; 1) a place in one state and a place in another state, 2) two places in a state through another state.

INTRASTATE COMMERCE: Trade, traffic, or transportation in the United States that moves exclusively within one state.

LOCAL RESOURCE: Resources that are located within the response area for which a dispatch center is responsible.

NORMAL WEAR AND TEAR: For the purpose of this contract, the term "normal wear and tear" shall include, but not be limited to:

- (1) Brush scratches on the body and bumpers of the vehicle.
- (2) Punctures, tears, blisters, or destruction of tires and/or sidewalls due to rocks or sticks normally found in the working environment.
- (3) Wear on the paint and possible chips from flying rocks and minor dents on both the sheet metal and the bumpers.
- (4) Clogged air filters and oil filters from dust in excess of highway driving.
- (5) Damage or failure of shocks or power train (steering linkage and suspension), by either fatigue or part failure due to age, manufacture defect or operator. Power train includes engine, clutch, transmission, transfer case, driveline, front and rear differentials, axles, wheels, and bearings.

POINT OF HIRE: Contractor place of business or point of hire (where equipment is located at time of fire call).

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

PROPERTY:

- (1) **Accountable Property.** Items with a purchase price of \$5,000 or more or items which the incident Agency considers sensitive (e.g. cameras, chainsaws) are accountable property. This property is generally tagged with an agency identification number.
- (2) **Durable Property.** Durable properties are those non-accountable items which 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.
- (3) **Consumable Goods.** Consumable goods are items normally expected to be consumed on the incident (e.g. batteries, plastic canteens, petroleum products). This property is not marked.

DAYS OFF: After completion of a 14 day assignment and return to the home unit, two mandatory days off will be required. The Government is not responsible for payment of days off upon release from the incident or at their point of hire.

SEVERITY: Occurs when weather and fire history conditions exceed the planned organization workload. This happens when abnormally severe fire conditions exist over a period of time and/or the average fire danger rating has been exceeded for a prolonged duration of time.

STAGING AREA: A location set up and managed by the Operations Section for rapid deployment of equipment and resources. Time spent on shift in a staging area is compensable as work time.

SUBSISTENCE: Food and drink served at the incident, generally at specified intervals but also available as needed to accommodate incident conditions.

ZONE OF INFLUENCE: That jurisdictional area within the Pacific Northwest Geographical Areas in which contract equipment is considered as closest resources, regardless of administrative boundaries.

Exhibit E

DRIVER'S CHECKLIST

Contractor's Name: _____

Agreement Number: _____

Incident Name: _____

Incident Number: _____

Resource Order Number: _____

REQUIRED ITEMS PRIOR TO DEPARTING PLACE OF BUSINESS:

- ____ Copy of Complete EERA
- ____ Names of where, when and to whom driver is to report
- ____ Record beginning odometer reading on Bus Log
- ____ Record departure time on Bus Log
- ____ Extra copies of Driver Checklist
- ____ Inspection Location
- ____ Clothing, personal items, and sleeping bag for potential extended assignments
- ____ Flame Resistant Clothing (Nomex and gloves)
- ____ Copy of Resource Order as faxed from the Dispatch Center
- ____ Fire Shelter

Upon arrival at the Incident:

- ____ Report to the Ground Support Unit Leader (GSUL)
- ____ Provide copy of signed EERA
- ____ Provide copy of signed Training Certification
- ____ Provide CDL and current medical card
- ____ Have bus inspected by the Government
- ____ GSUL initiate OF-297 "Emergency Equipment Shift Ticket" record
- ____ Report to Finance Section
- ____ Receive instructions from Ground Support

While at the Incident:

- ____ Report to GSUL for daily work assignments
- ____ GSUL and Contractor's representative shall complete OF-297 daily
- ____ Refuel equipment and retain copies of fuel issue tickets
- ____ Update Bus Log daily

Preparation for departure and return to place of business:

- ____ Receive release instructions from GSUL
- ____ Contact the Demobilization Unit Leader for departure instructions
- ____ Have GSUL complete post-use inspection (necessary for final payment)
- ____ Complete paperwork packet for payment, including sign-off of completed OF-286 Emergency Equipment Use Invoice with the Finance Section. Payment package should include the OF-294 Emergency Equipment Rental Agreement, resource order, pre and post use inspections, shift tickets, fuel and oil issue tickets, the signed OF-286. Payment is made by the Incident Host Agency.
- ____ Obtain copy of performance evaluation

Exhibit F – CREW PERFORMANCE RATING

CREW PERFORMANCE RATING					Instructions: This rating is to be used only for determining an individual's fire fighting qualifications. All blocks must be completed. Crew will be rated by the immediate supervisor, not crew representative. If deficiencies are indicated for items 9 and 10, explain in item 11.						
1. Crew Name and Number			2. Fire Name and Number			3. Crew Boss (<i>name</i>)					
4. Crew Home Unit and Address				5. Location of Fire (<i>complete address</i>)							
6. Crew Representative			7. Dates on Fire			8. Number of Shifts Worked					
9. Crew Evaluation					11. Areas Needing Improvement						
Rating Factors					Excellent	Satisfactory	Deficient	Needs To Improve		Excellent: Receives a numerical rating of 8 to 10 Satisfactory: Receives a numerical rating of 5 to 7 Needs To Improve: Receives a numerical rating of 1 to 4 Deficient: Receives a numerical rating of 0	
Physical Condition											
Hot Line Construction											
Mop-Up											
Off Line Conduct											
Use of Safe Practices											
Crew Organization and Equipment											
Other (specify)											
10. Supervisory Performances											
Crew Boss											
Squad Bosses											
Crew Representative											
12. Names of Outstanding Workers (<i>comment</i>)					13. Names of Individuals Needing Improvement (<i>indicate area(s)</i>)						
14. Remarks											
15. Crew Boss (<i>signature</i>) This rating has been discussed with me.									16. Date		
17. Rated By (<i>signature</i>)			18. Home Unit (<i>address</i>)			19. Position of Fire			20. Date		

Numerical Rating Crosswalk

When the supervisor completes the ICS-224 Form they are instructed to put an “X” in Blocks #9 and #10 reflecting their rating. We are replacing the “X” with a number ranging from 0-10. The supervisor continues to document narrative comment(s) in blocks #11-#14 as appropriate.

General Rating Schematic:

Excellent:	Receives a numerical rating of 8 to 10
Satisfactory:	Receives a numerical rating of 5 to 7
Needs To Improve:	Receives a numerical rating of 1 to 4
Deficient:	Receives a numerical rating of 0

Use the following crosswalk to help determine the appropriate numerical rating:

Rating Factors

Physical Condition – (Physical abilities, Timeliness and Motivation)

8-10 – Excellent: Easy to identify outstanding examples of the resource always being motivated, ready to work, capable of performing all assignments, anticipating the next work assignment and being physically fit. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

Hot Line Construction - (Responsiveness, Dependability, Knowledge and Needs Limited Direction)

8-10 – Excellent: Easy to identify examples of always being knowledgeable, dependable, needing limited direction and responsive for hot line assignments and tasks. They are recognized as being professional and very capable. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

Mop-Up (Responsiveness, Dependability, Knowledge and Needs Limited Direction)

8-10 – Excellent: Easy to identify examples of always being knowledgeable, dependable, needing limited direction and responsive for mop-up assignments and tasks. They are recognized as being professional and very capable. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

Off Line Conduct (Professionalism, Control of Personnel, Mutual Respect and Integrity)

8-10 – Excellent: Easy to identify examples of complete control of personnel who are demonstrating professionalism, mutual respect and maintaining integrity. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

Use of Safe Practices (Safety Performance, Motivation, Fit for Duty and Consideration of Personnel Welfare)

8-10 – Excellent: Easy to identify examples of a positive safety attitude, obtains excellent performance, crew is always fit for duty and consideration for personnel welfare is exemplary. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

Crew Organization and Equipment (Span of Control, Communication, Personal Protective Equipment and Supplies)

8-10 – Excellent: Easy to identify examples of a well organized team that has excellent communications, quality personal protective equipment and supplies.

One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

Other (Specify) No Additional Direction

Crew Boss (Leadership, Duty, Professionalism and Cohesiveness)

8-10 – Excellent: Easy to identify examples of an excellent supervisor, who demonstrates a commitment to the professionalism of the fire service and the importance of duty. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

Squad Boss – No Additional Direction

Crew Representative – No Additional Direction

Exhibit G – DOL WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

William W. Gross
 Director

Division of Wage
 Determinations

Wage Determination No: 1995-0221
 Revision No: 16
 Date of Revision: 05/23/2006

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

- Alaska: Entire state.
- Hawaii: Entire state.
- **Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin**
- Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont
- Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia
- **Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming**

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
(not set) - Emergency Medical Technician	
Alaska	13 .36
Midwestern Region	12 .13
Hawaii	11 .56
Northeast Region	13 .38
Western Region	13 .19
Southern Region	12 .31
(not set) - Environmental Protection Specialist	
Alaska	30 .84
Hawaii	28 .55
Northeast Region	31 .12
Western Region	27 .33
Midwestern Region	25 .95
Southern Region	26 .43
(not set) - Fire Safety Professional	
Alaska	30 .84

Midwestern Region	25 .95
Southern Region	26 .43
Hawaii	28 .53
Northeast Region	31 .12
Western Region	27 .33
05190 - Motor Vehicle Mechanic	
Alaska	23 .92
Southern Region	16 .51
Hawaii	15 .90
Northeast Region	17 .73
Western Region	19 .10
Midwestern Region	18 .89
05220 - Motor Vehicle Mechanic Helper	
Alaska	17 .31
Hawaii	12 .24
Northeast Region	13 .80
Western Region	12 .93
Midwestern Region	12 .25
Southern Region	10 .66
11300 - Refuse Collector	
Alaska	10 .42
Hawaii	9 .64
Western Region	8 .68
Midwestern Region	8 .92
Southern Region	6 .75
Northeast Region	10 .18
21071 - Forklift Operator	
Alaska	19 .87
Midwestern Region	14 .28
Southern Region	11 .80
Hawaii	15 .48
Northeast Region	13 .96
Western Region	15 .27
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	
Northeast Region	11 .17
Western Region	11 .49
Alaska	12 .84
Hawaii	10 .12
Southern Region	10 .86
Midwestern Region	11 .34
23160 - Electrician, Maintenance	
Alaska	28 .44
Midwestern Region	21 .35
Northeast Region	22 .89
Hawaii	24 .51
Southern Region	18 .25
Western Region	21 .79
23440 - Heavy Equipment Operator	

Alaska	23 .26
Midwestern Region	18 .89
Southern Region	16 .51
Hawaii	16 .55
Northeast Region	17 .73
Western Region	19 .10
23470 - Laborer	
Alaska	14 .12
Midwestern Region	11 .49
Southern Region	9 .34
Hawaii	13 .70
Northeast Region	11 .59
Western Region	10 .85
23530 - Machinery Maintenance Mechanic	
Midwestern Region	16 .37
Alaska	26 .54
Western Region	16 .23
Northeast Region	17 .12
Hawaii	26 .19
Southern Region	12 .96
23580 - Maintenance Trades Helper	
Alaska	19 .40
Midwestern Region	15 .41
Hawaii	14 .97
Western Region	13 .37
Southern Region	13 .03
Northeast Region	14 .39
27070 - Firefighter	
Alaska	10 .75
Northeast Region	7 .39
Hawaii	8 .76
Midwestern Region	6 .72
Southern Region	6 .78
Western Region	7 .39
31030 - Bus Driver	
Midwestern Region: 1 1/2 to 4 tons	16 .08
Midwestern Region: over 4 tons	16 .81
Midwestern Region: under 1 1/2 tons	12 .04
Southern Region: 1 1/2 to 4 tons	14 .70
Southern Region: over 4 tons	15 .23
Southern Region: under 1 1/2 tons	8 .18
Alaska	19 .52
Hawaii	12 .67
Northeast Region: 1 1/2 to 4 tons	16 .49
Northeast Region: over 4 tons	17 .21
Northeast Region: under 1 1/2 tons	12 .79
Western Region: 1 1/2 to 4 tons	15 .14
Western Region: over 4 tons	15 .57

Western Region: under 1 1/2 tons	9 .54
31361 - Truckdriver, Light Truck	
Alaska	18 .27
Midwestern Region	12 .04
Southern Region	8 .18
Hawaii	9 .99
Northeast Region	12 .79
Western Region	9 .54
31362 - Truckdriver, Medium Truck	
Alaska	19 .81
Midwestern Region	16 .08
Southern Region	14 .64
Hawaii	12 .66
Northeast Region	16 .49
Western Region	15 .14
31363 - Truckdriver, Heavy Truck	
Alaska	20 .91
Northeast Region	17 .21
Southern Region	15 .23
Hawaii	13 .82
Western Region	16 .14
Midwestern Region	16 .81
31364 - Truckdriver, Tractor-Trailer	
Midwestern Region	20 .00
Southern Region	16 .01
Northeast Region	17 .33
Western Region	16 .48
Alaska	22 .02
Hawaii	14 .06

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

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

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

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with

the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.32 per hour, or \$52.80 per week, or \$228.80 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.01 per hour.

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

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

These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

6) The contractor informs the affected employees.

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

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

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

Emergency Medical Technician

Provides para-professional medical services activities, including medical, minor surgical, evacuation and related administrative task under supervision of the physician in charge.

Environmental Protection Specialist

(Occupation Description Not Available)

Fire Safety Professional

(Occupation Description Not Available)

Exhibit H - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

WILDLAND FIREFIGHTING TRAINING

To assure sufficient wildland fire training opportunities are available for private sector **CONTRACTORS** who participate in the crew and engine/tender contracts, and that this training meets or exceeds National Wildfire Coordination Group (NWCG) standards, the Pacific Northwest Wildfire Coordination Group (PNWCG) has entered into memorandums of understanding (MOU's) with representatives of two groups of training providers. The groups are firefighting contractor associations and public education providers. Below are the list of associations and institutions that have valid MOU's with PNWCG:

FIREFIGHTING CONTRACTOR ASSOCIATIONS

National Firefighter Training & Carding Assoc.

PO Box 974
Philomath, OR 97370
John Berger (President)
Phone: (541) 929-7802
FAX: (541) 929-7803
Web page: www.nftca.com

National Wildfire Suppression Assoc.

PO Box 330
Lyons, OR 97358
Paul Washburn (President)
Phone: (877) 676-6972
FAX: (866) 854-8186
Email: paulw@washburnservices.com
Web page: www.nwsa.us

Northern Contractors Assoc.

PO Box 427
Barriere, BC V0E1E0
Mike Dewey
Phone: (250) 672-2120
FAX: (250) 672-2190
Email: mike_dewey@telus.net

Oregon Firefighting Contractors Assoc.

PO Box 418
Merrill, OR 97630
Nelda Herman (President)
Phone: (541) 798-5601
FAX: (541) 798-5514
Email: ned777@aol.com
Web page: www.ofca.biz

Three Sisters Wildfire Contractor's Assoc. Inc.

PO Box 142
Sisters, OR 97759
Paul Asher (President)
Phone: (541) 549-8375
FAX: (541) 549-8129
Email: dan@tswca.org
Web page: www.tswca.org

Washington Contract Firefighters Assoc.

PO Box 276
Chattaroy, WA 99003
Eric Helpenstell (President)
Phone: (360) 731-2627
FAX: (208) 361-2231
Brent Lewis (Training Coordinator)
Phone: (509) 467-4249

Wildland Forestry Assoc.

PO Box 1277
LaPine, OR 97739
Butch Crume (President)
Phone: (541) 536-7419
FAX: (541) 536-8614
Email: bcrume@coinet.com

EXHIBIT H (Continued)
PUBLIC TRAINING PROVIDERS

OREGON INSTITUTIONS

Blue Mountain Community College

2411 N.W. Carden
P.O. Box 100
Pendleton, OR 97801
Sandra Emery
Phone: (541) 523-9127 x22
Web: <http://www.bluecc.edu>

Southwest Oregon Community College

1988 Newmark Ave.
Coos Bay, OR 97420
Paul Reynolds
Phone: (541) 888-7296
Web: <http://www.socc.edu>

Central Oregon Community College

Redmond Campus
2030 SE College Loop
Redmond, OR 97756
Paula Simone
Phone: (541) 504-2932
Web: <http://www.cocc.edu>

Tillamook Bay Community College

2510 First St.
Tillamook, OR 97141
Teri Williams (x1163)
Gretchen Power (x1101)
Phone: (503) 842-8222
Web: <http://www.tbcc.cc.or.us>

Clackamas Community College

19600 S. Molalla Ave.
Oregon City, OR 97045
Tomas Laugel
Phone: (503) 657-6958 x2319
Web: <http://www.clackamas.cc.or.us>

Treasure Valley Community College

650 College Blvd
Ontario, OR 97914
Sheryl Kinkade
Phone: (541) 881-8822 x281
Web: <http://www.tvcc.cc.or.us>

Klamath Community College

7390 S. 6th St.
Klamath Falls, OR 97603
Sandy Boatright
Phone: (541) 880-2235
Web: <http://www.kcc.cc.or.us>

Umpqua Community College

1140 College Road
P.O. Box 967
Roseburg, OR 97470
Jesse Morrow or Dale Pospisil
Phone: (541) 440-4678
Web: <http://www.umpqua.cc.or.us>

Rogue Community College

3345 Redwood Hwy
Grants Pass, OR 97527
Arlen Blenkush
Phone: (541) 245-7568
Web: <http://www.roquecc.edu>

EXHIBIT H (Continued)

PUBLIC TRAINING PROVIDERS

WASHINGTON INSTITUTIONS

Bates Technical College

South Campus
2201 S. 78th St.
Tacoma, WA 98409
Pat Piper
Phone: (253) 680-7463
Web: <http://www.bates.ctc.edu>

Bellevue Community College

Fire Science Program
3000 Landerholm Circle S.E.
Bellevue, WA 98007
Phone: (425) 564-2012
Web: <http://www.bcc.ctc.edu>

Columbia Basin College

2600 N. 20th Ave.
Pasco, WA 99301
Ken Williams
Phone: (509) 946-8548
Web: <http://www.columbiabasin.edu>

Everett Community College

2000 Tower St.
Everett, WA 98201
Jeanne Kraske
Phone: (425) 388-9161
Web: <http://www.everettcc.edu>

Green River Community College

Natural Resources Program
12401 S.E. 320th St.
Auburn, WA 98092
Dick Hopkins (x4509)
Rob Sjogren (x4582)
Phone: (253) 833-9111
Web: <http://www.greenriver.edu>

Lower Columbia College

Fire Science Department
1600 Maple, P.O. Box 3010
Longview, WA 98632
Rick Atkins
Phone: (360) 442-2871
Web: <http://www.lcc.ctc.edu>

Peninsula College

Professional Technical Programs
1502 E. Lauridsen Blvd.
Port Angeles, WA 98362
Phone: (360) 452-9277
Web: <http://www.pc.ctc.edu>

Skagit Valley College

Mt. Vernon Campus
2405 E. College Way
Mt. Vernon, WA 98273
Patrick McVicker
Phone: (360) 416-7783
Web: <http://www.skagit.edu>

South Puget Sound Community College

Fire Protection Technology
2011 Mottman Rd. S.W.
Olympia, WA 98512
Phone: (360) 866-1000
Web: <http://www.spscc.ctc.edu>

Spokane Community College

Fire Science Technology
1810 N. Greene St.
Spokane, WA 99217
Cathy Shaffer
Phone: (509) 533-8037
Web: <http://www.scc.spokane.edu>

Walla Walla Community College

Fire Science Dept.
500 Tausick Way
Walla Walla, WA 99362
Brad Mason
Phone: (509) 527-4579
Web: <http://www.wvcc.edu>

Wenatchee Valley College

1300 Fifth St.
Wenatchee, WA 98801
Walter Tribbley
Phone: (509) 682-6660
Web: <http://www.wvc.edu>

EXHIBIT I



United States
Department of
Agriculture

Forest
Service

Washington
Office

1400 Independence Avenue, SW
Washington, DC 20250

File Code: 5100-3

Date: October 6, 2006

Route To:

Subject: All Hazards Training Requirements

To: Regional Foresters, Station Directors, Area Director, IITF Director, Deputy Chiefs and WO Staff

The President issued Homeland Security Presidential Directive No. 5 (HSPD-5) in 2003. One of the primary intentions of HSPD-5 is “to prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies, the United States Government shall establish a single, comprehensive approach to domestic incident management.” In response to HSPD-5, the Department of Homeland Security initiated the National Incident Management System (NIMS) and the NIMS Integration Center (NIC) to better prepare for, respond to, and recover from All-Hazards incidents.

The obligation to remain a willing partner on All-Hazards response was reinforced in the letter signed by the Chief on May 31, 2006. To fulfill the training requirements of the NIC, all individuals (including AD hires) qualified for incident response or support must complete additional training. All first responders (anyone with an Incident Qualification Card) must complete “National Incident Management System (NIMS), An Introduction” (IS-700). All middle/upper level managers which includes Strike Team/Task Force Leaders and above, Unit Leaders and above, Command and General Staff members, MAC Group Staff, and Dispatch/Coordination Center Managers must complete “National Response Plan (NRP), An Introduction” (IS-800). Each course can take up to four hours.

The IS-700 and IS-800 courses are at the following providers:

- AgLearn – On-line (Password protected site and may require you to submit a Social Security Number) at <http://www.aglearn.usda.gov/>
- AgLearn – Download course materials for local presentation (Password protected site) at <http://www.aglearn.usda.gov/>
- Federal Emergency Management Agency (FEMA) – Emergency Management Institute (EMI) – On-line or downloadable at <http://training.fema.gov/emiweb/IS/is700.asp> and/or <http://training.fema.gov/emiweb/IS/is800.asp>
- Forest Service – Materials for an updated and approved IS-700 will be provided to local course coordinators by their Regional Training Officer.

The NIC has also established Incident Command System course requirements (I-100, I-200, etc.), but the NIC standards are equivalent to or lower than the “I” courses criteria outlined in FSH 5109.17, therefore no additional “I” courses should be necessary.

Certificates of completion may be issued automatically on-line or by mail for a downloaded “hard-copy” course. A copy of the certificate should be provided to the appropriate certifying official and/or Incident Qualification System (IQCS) administrator.



EXHIBIT I

Regional Foresters, Station Directors, Area Director, IITF Director, Deputy Chiefs
and WO Staff

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All affected employees shall complete the applicable training requirement(s) by June 1, 2007.

Contact Jim Barnett, Branch Chief, Fire Training at 208-387-5350 or Steve Gage, Emergency Management Specialist at 202-205-1558.

/s/ James E. Hubbard

JAMES E. HUBBARD

Deputy Chief, State and Private Forestry

cc: Robert H Cunningham

Ted Moore

Jerome P Macdonald

Mike Dudley

Russell Witwer

Michael J Spencer

William G Reynolds

John Grosman