


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-04H1-S-07-9001	6. SOLICITATION SSUE April 2, 2007	
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME		b. TELEPHONE NUMBER ( <i>No collect calls</i> ) Monty BELL 541 225 6326 John Parsons 503 808 2378		8 OFFER DUE DATE/ LOCAL TIME: May 1, 2007
9. ISSUED BY		CODE	10. THIS ACQUISITION IS		
<b>USDA Forest Service</b> <b>Acquisition Management – Region 6</b> <b>333 SW First Avenue – PO Box 3623</b> <b>Portland, OR 97208-3623</b>			<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE:      % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETEERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS		
			NAICS: 115310		
			SIZE STANDARD: \$16.5 mil		
11. DELIVERY FOR FOB DESTINA-TION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		<input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
<input checked="" type="checkbox"/> SEE SCHEDULE				13a. RATING	
				14. METHOD OF SOLICITATION	
				<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE	16. ADMINISTRERED BY		
			Same as block 9		
17a. CONTRACTOR/		CODE	17b. PAYMENT WILL BE MADE BY		
			Refer to D.21.8		
TELEPHONE NO.					
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	Water Handling Equipment for use on Interagency Incidents and Severity assignments for Washington and Oregon  SEE SECTION B (ATTACHED) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				As entered into EaTIS
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT ( <i>For Govt. Use Only</i> )	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>  1  </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHEERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITAATION (BLOCK 5), INCLUDINDG 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
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNTG NO.	39 S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITILE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT ( <i>Location</i> )	
				42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

**SECTION A – SOLICITATION/CONTRACT/ORDER, SF 1449**

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

**SECTION C – CONTRACT CLAUSES**

- C.1 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FAR 52.212-4)
- C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FAR 52.212-5)
- C.3 AGREEMENT AND PERFORMANCE PERIODS
- C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS
- C.5 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (FAR 52.247-21)
- C.6 INSURANCE COVERAGE (AGAR 452.228-71)

**SECTION D – CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

- D.1 SCOPE OF AGREEMENT
- D.2 EQUIPMENT
  - D.2.1 EQUIPMENT REQUIREMENTS
  - D.2.2 VEHICLE LICENSING REQUIREMENTS
  - D.2.3 PROGRAMMABLE RADIOS: ENGINES & WATER TENDERS ONLY
- D.3 STAFFING REQUIREMENTS
  - D.3.1 ENGINE STAFFING REQUIREMENTS
  - D.3.2 WATER TENDER STAFFING REQUIREMENTS
  - D.3.4 ENGLISH SPEAKING REQUIREMENT
- D.4 EQUIPMENT RELIABILITY
- D.5 AVAILABILITY
- D.6 ORDERING PROTOCOL FOR EQUIPMENT
  - D.6.1 DISPATCH PRIORITY
  - D.6.2 PRIORITY DISPATCH LIST
  - D.6.3 ORDERING PROCEDURES FOR CONTRACT ENGINES (CE)
  - D.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS
  - D.6.5 DISPATCHING PROCEDURES
  - D.6.6 EMERGENCY INCIDENT DRIVING
  - D.6.7 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT
  - D.6.8 DEMOBILIZATION
  - D.6.9 RELEASE
- D.7 PROPERTY
  - D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

- D.8 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN
  - D.8.1 MANIFEST (EXHIBIT K)
  - D.8.2 AGREEMENT INFORMATION
- D.9 LAUNDRY SERVICE
- D.10 CAMPSITE
- D.11 COMMISSARY
- D.12 TIMEKEEPING
- D.13 CONTRACTOR’S REPRESENTATIVE
- D.14 FIRST AID/EMERGENCY EVACUATION/ACCIDENTS
- D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL
- D.16 PRE-AWARD INSPECTIONS
- D.17 INCIDENT PRE-USE INSPECTION
- D.18 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT
  - D.18.1 UNDERSTRENGTH ENGINE CREWS
- D.19 WORKMANSHIP
  - D.19.1 INCIDENT BEHAVIOR
- D.20 PERFORMANCE EVALUATIONS
- D.21 PAYMENTS FOR FIRE SUPPRESSION, ALL-HAZARD ACTIVITIES, AND SEVERITY
  - D.21.1 ENGINE CREW DOWNGRADE OR REJECTION
  - D.21.2 BRIEFINGS
  - D.21.3 WITHDRAWAL OF CONTRACT ENGINE (CE)
  - D.21.4 REMAIN OVERNIGHT ALLOWANCE (RON)
  - D.21.5 FOOD & DRINK
  - D.21.6 ORDER CANCELLATION
  - D.21.7 COMPRESSED AIR FOAM SYSTEMS (CAFS)
  - D.21.8 PAYMENTS
  - D.21.9 INVOICING PROCESS
- D.22 CONTRACT ENGINE (CE) VEHICLE REPLACEMENT PARTS OR SUBSTITUTION
  - D.22.1 REPAIR AND/OR REPLACEMENT OF AUXILIARY/PERIPHERAL EQUIPMENT
  - D.22.2 SUBSTITUTIONS OF CONTRACT ENGINES (CE)
- D.23 LIST OF EXHIBITS (Attached as a separate document)

## **SECTION E – SOLICITATION PROVISIONS**

- E.1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS
- E.2 EVALUATION – COMMERCIAL ITEMS
- E.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (ORCA)

## SECTION B

The intent of this solicitation is to obtain the services of water handling equipment to include Type 4 thru 6 wildland fire-fighting engines and water tenders, as defined in this solicitation, for local, Regional, and Nationwide fire suppression, all hazard activities, and severity.

The Blanket Purchase Agreement resulting from this Request for Quote (RFQ) will be in the form of an Emergency Rental Agreement which may be used by multiple State and Federal agencies.

Exhibit N contains requirements specific to the States of Oregon and Washington.

### PRICING AND ESTIMATED QUANTITY

This solicitation will result in multiple award daily rate agreements with per-day prices. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

Proposed daily 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/operators/crews meets the specified standards. A Contractor's representative attendance at the operational period briefings shall be included in the daily rate. Vendors shall be prepared to operate their equipment up to 16 hours per day. Finance Unit will work in tandem with Fire Operations to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours a day over the life of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

The Government has established a price range it considers reasonable.

### INSTRUCTIONS TO QUOTER

Quotes in response to this solicitation shall be submitted on-line at the Equipment and Training Inventory System (EaTIS) website: <http://www.fs.fed.us/business/eatis/>. See E.1 52.212-1 Instructions to Offeror in Section E. (Also see Exhibit P for EaTIS instructions). An EaTIS Vendor Training Guide is available on the EaTIS web site.

**IMPORTANT:** Equipment information shall be entered in EaTIS correctly, including type, capacity, vehicle identification and license numbers. When entering equipment information in EaTIS, The Contractor shall enter the city, state, and zip code where the equipment is located during the fire season. This will determine from the host dispatch center responsible for dispatching the equipment.

## **BASIS OF AWARD**

The Government intends to award **400 engine and 250 tender** agreements; however, awards will only be made to those quoters offering equipment that meets the minimum specifications, personnel with the minimum training qualifications, has acceptable past performance, and reasonable prices. **See Section E.2**

**CONTRACTORS ARE ENCOURAGED TO SUBMIT THEIR BEST OFFER INITIALLY, AS DISCUSSIONS MAY NOT OCCUR.**

**Awards will be made to equipment located within dispatch zones located within this geographic area. Nationally, only one award will be made per each piece of equipment.**

## **SUMMARY**

### **The Contractor shall:**

1. Obtain a USDA e-Authentication profile (see Exhibit P)
2. Enter Company information, including; equipment, personnel, and price in EaTIS.
3. If the Contractor chooses not to complete “FAR 52.212-3, Offeror Representations and Certifications – Commercial Items” (see E.3) on-line, then a completed copy of this clause shall be submitted.
4. Register in or update information in CCR (see C.1 (t)).
5. Obtain Pre-award Inspections as required. (see D.16)
6. Submit Worker’s Compensation or legal exemption and Vehicle Insurance documentation (See C.6) to the Contracting Office, address located in Block 9 of the Standard Form 1449, by May 1, 2007.
7. Submit any performance evaluations not entered into EaTIS for the previous three years for consideration by the offer due date, Block 9 of the Standard Form 1449.

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

WATER HANDLING EQUIPMENT

<u>ENGINE AND WATER TENDER</u> <u>SOLICITATION</u> <u>SCHEDULE</u>	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2
	SINGLE SHIFT RATE	SINGLE SHIFT RATE	SINGLE SHIFT RATE
DOT # _____ ITEM 1. Owner's Unit Identification (# _____) ICS Engine Type (3-6): _____ ICS Water Tender Type (1-3): _____ # of Gallons _____ VIN No.: _____ Lic. No. _____ State: _____ Make _____ Model: _____ Yr: _____ 4X4 Yes: _____ No: _____ CAFS: _____ CFM @ _____ PSI (engine only) Proportioner Yes: _____ No: _____	 \$ _____  DOUBLE SHIFT RATE	 \$ _____  DOUBLE SHIFT RATE	 \$ _____  DOUBLE SHIFT RATE
	\$ ___165% of single shift rate	\$ ___165% of single shift rate	\$ ___165% of single shift rate

**IF CONTRACTOR IS OFFERING A STRIKE TEAM OF 5 LIKE ICS ENGINES BY TYPE((WITH STRIKE TEAM LEADER – (STEN)), ENTER THIS INFORMATION INTO EaTIS UNDER “STRIKE TEAM ENGINE”. COST FOR THE STRIKE TEAM LEADER(S) WITH TRANSPORTATION SHALL BE \$700 SINGLE SHIFT AND \$1200 DOUBLE SHIFT. STEN SHALL ONLY SUPERVISE THESE ENGINES.**

## SECTION C

### CONTRACT CLAUSES

#### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2005)

(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 at any time or at any place 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. The Government will 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 Claim Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) **Disputes.** This contract is subject to 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 shall 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.
  - (9) 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 FAR 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; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall 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.

(3) 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 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.

(4) 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.

**Add the following clauses:**

**52.252-2 Clauses Incorporated by Reference (Feb 1998)** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

- 52.208-4 Vehicle Lease Payments (Apr 1984)
- 52.208-5 Condition Of Lease Vehicles (Apr 1984)
- 52.208-6 Markings Of Leased Vehicles (Apr 1984)
- 52.236-7 Permits and Responsibilities (Nov 1991)
- 52.245-1 Property Records (Apr 1984)
- 52.245-4 Government Furnished Property (Short Form) (Jun 2003)
- 4G52.222-701 Employment of Eligible Workers, FSAR (DEC 1999)

**C.2 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 Regulations (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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (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 (JUN 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 (JUN 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 (SEPT 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 (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUN 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 (JUN 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 (SEPT 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 (SEPT 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 (JUN 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, 109-53 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 2000) (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)).

X (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. App. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Feb 2006) of 52.247-64.

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

X (1) 52.222-41, Service Contract Act of 1965, As Amended (JULY 2005) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (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) or (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 (SEPT 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 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 (JULY 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.

### **C.3 AGREEMENT AND PERFORMANCE PERIODS**

#### **C.3.1 AGREEMENT PERIOD**

Estimated date of award will be on or before May 30, 2007. The Agreement period is for one year from the date of award with annual review and possible renewal and extensions thereafter. Agreements may be extended at the rates quoted through May 30, 2010. Rates in future years may be adjusted prior to issuance of the renewal Agreement only during the period set forth by the Contracting Officer.

It is estimated that the anticipated use period for equipment within the Pacific Northwest Geographic area is between June 1 and October 31 of each year. Potential use outside this anticipated use period could occur at any time. Refer to General Clauses to Agreement Form OF-294, Exhibit A, for the Contractor's obligation under this agreement.

#### **C.3.2 START WORK**

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

### **C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS**

Refer to General Clauses to Agreement Form OF-294, Exhibit A.

### **C.5 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)**

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in



performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

#### **C.6 INSURANCE COVERAGE 452.228-71 (NOV 1996)**

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor shall be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below: (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. (b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence. (c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss. (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. (End of Clause)

**See Exhibit Q for Insurance requirements for the States of Washington and Oregon.**

## **SECTION D**

### **CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

#### **D.1 SCOPE OF AGREEMENT**

The intent of this solicitation and any resultant Agreement is to obtain the services of water handling equipment for use on a local, Regional and Nation-wide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The equipment may be used in the protection of lands, to include but not be limited to, severity, initial attack, fire suppression, and all-hazard incidents needing the use of personnel trained in the Incident Command System (ICS).

#### **D.2 EQUIPMENT**

D.2.1 Equipment (vehicle, tank, pump, accessories and equipment complement) shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

D.2.1.1 Vehicles that have emergency lights may not use them when performing work under this Agreement unless directed in writing by the Incident Commander to do so.

D.2.1.2 All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in the General Clauses to Agreement Form OF-294, Exhibit A. All Engines and Tenders under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

D.2.1.3 All type 6 engines shall have operational 4-wheel/or multiple axle drive capability, effective May 15, 2008. Type 4 and 5 engines, 4-wheel/or multiple axle drive capability is optional.

D.2.1.4 Tires shall have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which include the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32 for rear tires and 4/32 for steering axle tires. All wheel drive vehicles shall have all season or mud and snow tire tread on all wheels.

D.2.1.5 All engines shall have a full size spare tire with minimum of 4/32 tread and wheel securely mounted to the vehicle. The spare tire shall be easily accessible.

D.2.1.6 All water handling equipment shall have:

- a. A fire extinguisher, multi-purpose 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- b. An audible reverse warning device (backup alarm) of 89 db or greater when the transmission is put into reverse. The warning device shall face to the rear. No other switches to activate the alarm shall be allowed.
- c. In addition to these requirements, engines and tenders shall meet all State Motor Vehicle Requirements and shall have:
  - i. Reflectors, triangles, bi-directional, one set of 3.
  - ii. Two wheel chocks (NFPA 1906, most current edition)

D.2.1.7 No engine or water tender shall exceed the manufacturer's GVWR or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped. The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear and total GVWR at the pre-season and incident inspections. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted. Vehicles without GVWR and GAWR ratings will be rejected at the pre-award inspection and will have to reschedule another regular inspection time and/or location when certification is acquired.

Water tender shall not exceed the GVWR or GAWR of the vehicle when full. Fillers, spacers, or over flow devices are not permitted. All three-axle water tenders shall have a GVWR and GAWR capacity of at least 2500 gallons. **NFPA 1906 Baffling Standards will be REQUIRED by 2008 renewal.**

All water tenders shall have a 4" gravity dump valve located on the rear of the tank capable of dumping 90 % of the tanks contents into a standard folding tank. The valve shall be plumbed to allow the flow of water over any rear bumper protection into the folding tank.

Tenders shall have an easily accessible 2 ½" rapid shut-off valve with National Hose Threads (NH) installed at the bottom of the tank, so pressure or suction lines (hose) can allow filling or drafting by engines. **(Note: Adaptation of dump valve with fitting is acceptable.)**

D.2.1.8 Engines shall have chainsaws with a minimum of 18 inch guide bar and a 3.0 cubic inch size motor. A chainsaw kit is also required and shall have the following items: Chainsaw protective wrap around leg chaps that meet the current industry standards approved by OSHA, extra chain, srench, chain file, felling axe, felling wedge, and an OSHA approved fuel container for holding chainsaw engine fuel oil mixture and guide bar oil. The chainsaw may be used for mop-up operations, the clearing of access routes and emergency escape routes. The engine crew shall not perform as tree fallers.

D.2.1.9 The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.

D.2.1.10 Engines shall be equipped with a single rapid shutoff valve that permits the attachment of a 1-1/2 inch hose.

D.2.1.11 The Engine shall be equipped with a live reel with a minimum of 100 feet of non-collapsible (booster) hose with combination nozzle. Hose shall be connected to the water supply. The hose shall not be less than (3/4) inch INSIDE diameter. The 100 feet of hose specified here is in addition to the hose specified in the NWCG Fireline Handbook (Jan 1998) under "Component".

D.2.1.12 Baffling. The water tanks shall be equipped with a secure lid and partitions that reduce the shifting of the water load. Free Floating Baffle System - For poly tanks, baffles which reduce the shifting of the water load AND do not compromise the structural integrity of the originally manufactured tank are acceptable. Fillers and spacers are not permitted. All tanks shall comply with the National Fire Protection Association NFPA 1906 Standard for Wildland Fire Apparatus, 2006 edition, requirements by 2008 renewal.

D.2.1.13 The pump may be an auxiliary powered pump or a power take-off pump. All pumps shall have a discharge pressure gauge by 2010. If the pump is of the positive displacement type, a bypass or pressure relief valve shall be provided. The pump shall meet minimum capabilities for the type of Contract Equipment as designated in Exhibit H.

D.2.1.14 The pump, as mounted, shall be capable of drafting water from a water source located 10 feet vertical distance below the pump head through the required 20 feet of suction hose. The Contractor may substitute a portable pump capable of meeting the fill times identified for that particular type of equipment.

D.2.1.15 All Engines shall have pump and roll capabilities. The vehicle drive engine and drive train shall be arranged so that the pump can deliver at least its rated capacity or 20 GPM, whichever is less at a gauge pressure of 80 psi, while the fire apparatus is moving at 2 mph or less.

## D.2.2 VEHICLE LICENSING REQUIREMENTS:

For Contractors to accept out-of-state assignments, their offered vehicles shall be licensed for interstate travel and meet the commercial interstate vehicle requirements described by Federal Motor Carrier Safety Regulation (FMCSA) 390.5.

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

D.2.2.2 Operators of any motor vehicle having a GVWR of more than 26,001 pounds shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of more than 10,001 pounds shall have a current medical card.

#### D.2.2.3 Vehicle Identification

Every engine and tender shall have the company's name and unique identification number affixed to the vehicle. The company name and unique ID shall be on each side of the cab.

As required in part 390 of FMCSA, every vehicle with a GVWR greater than 10,000 lbs. shall be marked on both sides of the vehicle with the following:

- a. the motor carrier's name or trade name
- b. the motor carrier's identification number preceded by US DOT

#### D.2.2.4 Prohibited Marking

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

### D.2.3 PROGRAMMABLE RADIO

Engine Contractors shall have a minimum of two radios (one shall be handheld) and Tender Contractors shall have a minimum of one radio.

The radio must be capable of operating in the frequency range of 148MHz to 174MHz in the analog wide band (25KHz) and narrow band (12.5KHz) modes. P25 (digital) compliant radios in the frequency range of 138MHz to 174MHz are suggested for new purchases. The contractor shall provide any software, hardware and knowledge needed to put the radio into service on any valid frequency and bandwidth assigned to the incident. The contractor shall provide any accessories needed to keep the radio in an operational condition, including batteries, for the length of the incident. Contractors shall be capable of programming incident frequencies into their radios. Modified or Family Service Radios (FSR) radios are strictly prohibited. A partial list of compatible radios is located at:

<http://www.fireradios.net/>

#### Battery Suggestions:

Two batteries per radio at minimum. Clamshell 1.5V AA alkaline battery holders are suggested since a source of AC power can not be guaranteed and would have to be provided by the contractor to recharge other types of batteries.

The Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations when using Federal Agency frequencies and with all Federal Communications Commission (FCC) rules and regulations when using State Agency frequencies. The Contractor shall not use the fire fighting/incident frequencies for other than fire

suppression activities. All Incident, Federal and State frequencies shall be removed prior to demobilization from the incident.

### **D.3 STAFFING REQUIREMENTS**

All Contractor personnel shall be trained in accordance with NWCG Wildland Fire Qualifications System Guide PMS 310-1 and qualifications carded in accordance with Exhibits I.1 and I.2, Training and Positions Qualifications Requirements, and comply with Exhibit J, Safety Standards.

Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations on federal jurisdictions.

### D.3.1 ENGINE STAFFING REQUIREMENTS

Training requirements are listed in Exhibit I.

The Contractor shall furnish Type 4-5 wildland fire engine(s), consisting of a crew of three (3) to include:

Number of Personnel	Title	Engine Types
1 ea	Single Resource Boss Engine (ENGB)	Type 4 - 5
2 ea	Firefighter Types 1 or 2 (FFT1 or FFT2)	Type 4 - 5

Additional crew members ordered at the time of dispatch will be compensated at the daily rate of \$300 each.

The Contractor shall furnish Type 6 wildland fire engine(s), consisting of a crew of two (2) to include:

Number of Personnel	Title	Engine Types
1 ea	Single Resource Boss Engine (ENGB)	Type 6
1 ea	Firefighter Types 1 or 2 (FFT1 or FFT2)	Type 6

Additional crew members ordered at the time of dispatch will be compensated at the daily rate of \$300 each.

**For out-of-region resource orders, type 6 engines shall be staffed with three (3) crew members, which will include one Single Resource Boss Engine (ENGB) and two Firefighters Type 1 or 2. Additional crew members will be compensated at the daily rate of \$300 each.**

### D.3.2 WATER TENDER STAFFING REQUIREMENTS

The Contractor shall furnish wildland water tenders (support), consisting of one (1) person to include:

Number of Personnel	Title	Tender Types
1 ea	Tender Operator (WTOP)	All Types

### D.3.4 ENGLISH SPEAKING REQUIREMENT

Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative (i.e. ENGB, or operator) on each piece of equipment shall be able to proficiently communicate in English, in the

language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

#### **D.4 EQUIPMENT RELIABILITY**

The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. Refer to General Clauses to Agreement Form OF-294, Exhibit A.

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

#### **D.5 AVAILABILITY**

The Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When Contract Equipment (CE) is unavailable, the equipment will not be eligible for dispatch under the Agreement.

#### **D.6 ORDERING PROTOCOL FOR EQUIPMENT**

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

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

##### **D.6.1 DISPATCH PRIORITY**

Each host dispatch center will give dispatch priority to equipment offering the greatest advantage to the Government for emergency wildland fire suppression, all-hazard, and severity assignments, **before** all other private resources not under this Agreement with the following exceptions:

- a. For initial attack, dispatchers will follow the “closest forces” concept and utilize locally available resources according to agency and incident needs. The priority dispatch list will not be used during initial attack and CE may or may not be used.
- b. Tribal preference policy established within reservation jurisdiction.
- c. Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively



to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement.

d. SDVOSB (Service Disable Veteran Owned Small Business)

Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the CE in reserve as a contingency force in a non pay status when that resource is available.

## D.6.2 PRIORITY DISPATCH LIST

All equipment on an awarded EERA will be listed on the dispatch list according to the advantages the equipment has to offer. During the preseason inspection, information on each piece of equipment's advantages will be collected. Those pieces of equipment receiving an award will then be moved to the next step of the dispatch priority list.

Criteria have been developed for each category of equipment to assess the advantages for dispatch priority. Advantages will be given a point value. The total points for each piece of equipment's are then divided by the price resulting in dispatch priority with highest total advantage per dollar being ranked highest on the dispatch list. The following is a list of the advantages and associated points for each equipment category. A complete breakdown can be found in Exhibit L.

### **Advantages**

#### **1. ENGINES**

a.	Mechanical Condition	50 possible points
b.	Gallons Hauled	30 possible points
c.	Pump Performance	30 possible points
d.	Age	20 possible points
e.	Foam Application System	10 possible points

#### **2. SUPPORT WATER TENDERS**

a.	Mechanical Condition	50 possible points
b.	Gallons Hauled	50 possible points
c.	Spray Bar	30 possible points
d.	Suspension*	25 possible points
e.	Age	10 possible points

\* See Exhibit B – Definitions for a description of qualifying suspensions for points

## D.6.3 ORDERING PROCEDURES FOR CE

D.6.3.1 Following Agreement award, each host dispatch center will have an established priority dispatch list showing the equipment located within their dispatch zone. The Government intends to dispatch CE based on the priority dispatch list for other than initial attack.

D.6.3.2 If all CE on the priority list are depleted within the host dispatch center, orders will be placed utilizing established dispatch procedures.

D.6.3.3 SDVOSB'S may be given dispatch priority should awards be made to SDVOSB. This decision will be made by the Contracting Officer considering price and other factors.

#### D.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS.

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

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

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

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

#### D.6.5 DISPATCHING PROCEDURES

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

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

D.6.5.3 The Contractor shall provide the resource order information at the time of check-in at the incident.

D.6.5.4 Any issues regarding dispatch issues may be referred to Contract Operations Specialist at (503) 808-2328.

#### D.6.6 EMERGENCY INCIDENT DRIVING

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34) The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: <http://www.nwccg.gov/pms/pubs/IIBMH2/iibmh.pdf> The Contractor is responsible for complying with all other current Federal, State and Local driving regulations. See General Clauses to the Agreement Form OF-294, clause 17, Exhibit A.

#### D.6.7 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT

To mitigate exceeding length of assignments or work/rest guidelines, and manage the days of rest, the direction provided in the IIBMH shall be followed.

Contract personnel/resources shall adhere to current work/rest guidelines.

The Government's options consist of:

- a. The Contractor provides replacement personnel. Replacement personnel are subject to the work/rest guidelines.
- b. The Government will not pay transportation cost for replacement personnel.
- c. Resources may be released after a 14-day assignment.
- d. With the Government's agreement, the Contract resource(s) may volunteer to remain at the incident base camp and not be placed on shift to allow proper rest. Mandatory days off are not compensable when the Contractor is off shift in compliance with the length of assignment provisions. See General Clauses to the Agreement Form OF-294, clause 7d, Exhibit A.

#### D.6.8 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

#### D.6.9 RELEASE

At the time of release, the Contractor shall notify the host dispatch center of their status, and estimated time of arrival back to the point of hire. Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

### D.7 PROPERTY

## D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

D.7.1.1 To ensure continued safe, efficient service at the incident, Government may loan Accountable Property or Durable Property to the Contractor for use at the incident. The Contractor shall maintain all loaned Accountable Property or Durable Property in good condition during use and shall return all Accountable Property or Durable Property loaned to the Contractor prior to demobilization to their designated dispatch point (DDP). Federal Acquisition Regulations prohibit the Government from exchanging or replacing Accountable Property or Durable Property. The Contractor may be liable for the loss, damage, or destruction of government property in accordance with FAR clause, 52.245-5, Government Furnished Property.

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

### D.7.1.3 Government Furnished Hose and Complements

The Contractor is required to arrive at an incident equipped with hose as required in Exhibit H. The Government may require that Contractor-owned hose and complements be left at the incident and the Contractor equipment be reassigned or demobilized without picking up that hose and/or complement. In these cases the following procedure shall be followed:

- a. When the Government requires the Contractor to leave Contractor- owned hose and/or complements on an incident, the Government will provide the Contractor with Form AD-107 Report of Transfer of Property (or equivalent) to transfer the Contractor's property to the Government.
- b. In the case of reassignments, the Contractor shall present the form to the supply unit at the incident who will loan the Contractor Government-furnished hose and/or complement. This will be done to ensure that the Contractor maintains viability (the ability to continue operations) at the reassigned incident. At the time of demobilization to the Designated Dispatch Point, all accountable/durable property shall be returned to the government.
- c. If the CE is being demobilized, no government hose or complement is issued. The Contractor may present a signed AD-107 form and a receipt for their Contractor-owned hose and complements left during performance of the work to the Incident Procurement Unit Leader or Contracting Officer. The amount of reimbursement will be negotiated and may be paid as an adjustment to the invoice.

## D.8 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

### D.8.1 MANIFEST (EXHIBIT K)

At the time of arrival, the Contractor shall provide a complete Crew Manifest and complete complement list to the Status Check-In, listing the Contractor name, Agreement number, each person's complete name, and departure time from point of dispatch.

When a change in personnel occurs, the Contractor shall provide a new manifest before the next operational period to the Finance Unit and to Status Check-in.

#### **D.8.2 AGREEMENT INFORMATION**

The Contractor shall carry a minimum of two copies of the complete Agreement at all times. The Contractor shall forfeit a copy of the Agreement Schedule of Items, Resource Order, and manifest to the Finance Unit, upon arrival at an incident. The Contractor may be required to furnish a copy of the complete Agreement to the Finance Unit.

#### **D.9 LAUNDRY SERVICE**

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

#### **D.10 CAMPSITE**

A campsite may be provided. Notwithstanding the OF-294, the Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.4 Remain Overnight Allowance (RON)).

#### **D.11 COMMISSARY**

When authorized in writing by the contractor, the contractor's employees will be permitted to use the commissary when one is available. Clause 11 of General Clauses to Emergency Equipment Rental Agreement Form OF-294, found at Exhibit A will apply

#### **D.12 TIMEKEEPING**

Refer to Clause 5, General Clauses to Agreement Form OF-294, Exhibit A.

#### **D.13 CONTRACTOR'S REPRESENTATIVE**

Unless otherwise designated, the ENGB or Equipment Operator shall be considered the Contractor's Representative for this Agreement.

## **D.14 FIRST AID/EMERGENCY EVACUATION/ACCIDENTS**

D.14.1 The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If contractor personnel are injured on the fireline, the Government, at Contractor expense, may evacuate the injured person(s). If Contractor personnel become ill or are injured and require transport to medical facility/hospital, the costs may be at the Contractor's expense.

D.14.2 Contractor shall provide the Single Resource Boss (engine) or Equipment Operator with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

## **D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL**

The CE shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

## **D.16 PRE-AWARD INSPECTIONS**

### **D.16.1 Initial Inspection (see Exhibit "H")**

a. Equipment checking, testing and personnel qualifications will be completed prior to award of an Interagency Equipment Rental Agreement. The equipment contractor must schedule inspection for their equipment and records review for their personnel through the Government designated contractor. CONTRACTORS are responsible for payment of inspections fees and training records review fees and WCTF monitoring fees to the government designated inspection contractor(s).

b. The fee for initial vehicle inspection is **\$TBA** per vehicle. The equipment CONTRACTOR is required to pay the weight scale fee at the time of weighing the equipment. Vehicles with current (last 3 months) Commercial Vehicle Safety Alliance inspection need not be inspected at Station 4 and shall receive a 20% reduction in the inspection fee. Vehicles that do not pass initial inspection but can be repaired/remedied on the initial inspection day shall not be subjected to a re-inspection fee. CONTRACTORS who do not pass the INITIAL inspection will need to make arrangements with the appropriate contractor to re- schedule the inspection. CONTRACTORS are responsible for the payment of re-inspections fees to the government designated inspection contractor. The fee for re-inspection is **\$TBA** per vehicle. CONTRACTORS who cannot pass inspection will be considered non-responsive and will not receive an award. Inspections and re-inspections should be scheduled 7 days prior to the inspection date.

c. IMST – The equipment contractor will identify which of the position(s) their employee is qualified to perform. The equipment contractor will submit their employee training and experience information (see exhibits) with supporting documentation to the Government designated contractor for verification that the qualifications are adequate for the position identified. The equipment contractor will also enter the same information into the EaTIS system for each employee. The Government has made the prior training records database available for the Government designated contractor's use. Where the information is adequate, the Government designated contractor may use the training database supplied by the Government to establish the base fire qualifications for the employees being reviewed. The equipment contractor must provide all training records and supporting documentation to the Government designated contractor for any employee not in the training database or where the information in the training database is inadequate. Documentation to be submitted for employees who remain at a previously verified incident qualification level and who have adequate information in the Government training database will consist of the following: proof of completion of required annual refresher training, and completion of the WCFT. Documentation for employees who want to advance to a higher incident qualification level will consist of the following: documentation of completion of any required training for the advanced position, required experience, a completed Performance Task Book for the advanced position, proof of completion of the annual refresher training, and completion of the WCFT. The fee for each employee training records review is \$35.00. The fee for each scheduled WCFT is \$15.00. No additional fee shall be charged for employees who fail the WCFT and retake it the same day at the same site. The fee for monitoring WCFT for employees who fail the test and who take it on a subsequent date shall be \$15.00. Contractors must arrive at the WCFT testing location at the time scheduled. If the Contractor is more than ½ hour late, their testing will not be monitored and they will forfeit the \$15 fee (for each person scheduled). They will then need to reschedule the inspection.

d. The Contractor must have a pack available for everyone person taking the WCFT.

e. Contractors must send in certificates for training classes and certificates, including the following information:

- 1) Student name
- 2) Class ICS number and hours
- 3) Date(s) of class
- 4) Instructors name (needs to be legible)
- 5) Name of the company (MOU holders) that he/she instructs for.
- 6) No NWCG logo on it

If a class roster is supplied, instead of a certificate, the roster must provide the same information as listed above.

f. When records are reviewed for individuals who work for multiple companies, records will only be required from the first company to submit all necessary documentation for review. Training records for additional companies will not be monitored. The fee for additional companies will be \$20.00.

g. Failure of the Contractor to pay the required fees for inspections, records review or WCFT may result in non-award of an agreement or suspension of future orders until the fees are paid.

h. The Government reserves the right to re-inspect/re-test equipment and evaluate personnel qualifications at any time during the agreement period.

i. At time of inspection, vehicle will be weighed fully loaded and fully equipped (vehicle). 250 pounds, which includes appropriate gear, will be added for each crew person. If additional crew person is offered, an additional 250 pounds will be added for engines.

k. The inspector may consider a vehicle with a current Commercial Vehicle Safety Alliance (CVSA) sticker on the windshield as passing the mechanical portion of the initial engine inspection. This provision does not preclude an inspector from performing the complete mechanical portion of the initial inspection if the inspector determines the complete mechanical inspection is required to confirm vehicle meets all requirements/specifications.

l. Records Review and WCFT - For records review vendors must send a copy of their Exhibit I, Individual Employee Training Verification Form to NPI, Inc., P.O. Box 1328, Edmonds, WA 98020. Contractors must also provide Work Capacity Test Data Sheet. If they do not send in the data sheet, they will be notified that they have incomplete documentation. A self addressed envelope for the return of the Identification cards must be included.

The 2006 Work Capacity Fitness Training (WCFT) Schedule will be posted on the following NPI (IMST) website: [Incident Management Services and Training](http://www.incidentservices.com/) (http://www.incidentservices.com/ ) As a minimum, it is required that each employee's WCFT be personally monitored every other year by IMST. This may require additional coordination with IMST.

Vendors are required to notify NPI at least 5 working days (excludes Saturdays, Sundays and federal and state holidays) prior to a scheduled WCFT that they are interested in a scheduled date at a specific location. If no requests are received prior to this 5-day period, NPI (IMST) will cancel the WCFT.

m. Engine Inspections for Washington - For engine inspection in Washington you will need to contact Advanced Repair Services FAX: (509) 467-3122, Voice (509) 467-4249.

Web Site: [Advanced Repair Services - WA State Region 6 Equipment Inspector](http://www.advancedrepairservices.com) (http://www.advancedrepairservices.com)

The inspection schedule will be furnished by amendment when it has been finalized.

n. Engine Inspections for Oregon - For engine inspection in Oregon you will need to contact Dust Busters Plus LLC FAX: (541) 683-9102 Voice (541) 683-1464  
The schedule for your area is as follows: TBA

The inspection schedule will be furnished by amendment when it has been finalized.



## **D.17 INCIDENT PRE-USE INSPECTION**

Prior to incident use or anytime the equipment is under hire, the Government will perform inspections utilizing form OF-296 “Vehicle/Heavy Equipment Safety Inspection Checklist” to insure compliance with the Agreement requirements. (See Clause 1, General Clauses to Agreement Form OF-294, Exhibit A.)

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

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

- a. The original copy shall remain with the payment package, to be forwarded to the payment center for processing.
- b. A duplicate copy shall remain with the fire documents on Host Unit.
- c. A duplicate copy given to the Contractor.
- d. A duplicate copy shall be forwarded to the CO for all non-compliant equipment.

## **D.18 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT**

See Clause 7, General Clauses to Agreement Form OF-294, Exhibit A. If the CE is released due to noncompliance, documentation shall be forwarded, by the Incident Management Team to the Contracting Officer.

### **D.18.1 UNDERSTRENGTH ENGINE CREWS**

If the resource complement falls below the required staffing of three (as agreed to at the time of dispatch and documented on the resource order) the CE is noncompliant. If the Contractor agrees to replace crew members to bring the CE up to three people, compliance shall be met within 24 hours or the time frame designated by Government representatives at the incident. Travel time to the incident will not be paid for replacement crew members necessary to complete a three-member crew.

If the Contractor is unable to bring engine strength to three people within 24 hours or time frame designated by Government representatives, the Government may at its discretion accept the CE. However, a reduced rate shall apply in both circumstances. (See D.21.1 for payment information)

Type 6 resources, with a required staffing of two, is non-compliant if the complement falls below two. No compensation will be allowed in this circumstance until the Contractor brings the complement to two, as agreed to by the Government. Travel time to the incident will not be paid for replacement crew member necessary to complete the staffing.

## D.19 WORKMANSHIP

All work under this Agreement shall be performed in a safe manner to a professional standard. The goal of performance under this Agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit D). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

### D.19.1 INCIDENT BEHAVIOR

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. **Harassment in any form will not be tolerated.** Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect

of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

## **D.20 PERFORMANCE EVALUATIONS**

The Contractor's performance will be documented on the Crew Performance Rating Form (ICS-224 with numerical crosswalk) (See Exhibit F) which will be completed at the incident by the government representative supervising the work. The ICS-224 form with the numerical crosswalk is the only performance evaluation form that will be accepted by the Contracting Officer. The evaluator's signature shall be legible or printed on the form. If the supervising Government representative is released from the incident prior to the release of the CE, the government representative shall complete a performance evaluation prior to demobilization, for work the CE performed under their supervision. A copy of the evaluation form(s) will be given to the Contractor at the incident, one forwarded to the CO, and one copy retained in the Host unit incident file.

The evaluation forms, in addition to other performance information will be utilized to facilitate the compilation of the Contractor's performance report for each Agreement year and may be used in past performance evaluations for future procurements.

## **D.21 PAYMENTS FOR FIRE SUPPRESSION, ALL-HAZARD ACTIVITIES, AND SEVERITY**

Payments will be made in accordance with Clause 6 of the General Clauses to Agreement Form OF-294 (Exhibit A).

When equipment is ordered for severity assignments, the following payment will be made:

Table D.21

<b>SEVERITY RATES</b>
Severity is paid at 75% of the daily rate for 10 hours or less, excluding meal breaks. For greater than 10 hours, including travel time, the full daily rate applies.
If a resource is mobilized to an incident within the 10 hour severity period the payment will revert to the full daily rate. If the mobilization occurs outside the 10 hour severity period they will be released from their severity assignment and the suppression rates will be applied under the first and last day language of the Agreement. In no case shall the daily rate be exceeded.

Severity assignments are at the discretion of the Contractor to accept or reject. Rejecting a severity assignment will not effect placement on the priority list or preclude a Contractor from being offered a suppression assignment at full daily rate.

Severity assignments often are not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, RON (see D.21.4) may or may not be authorized and is at the Government's discretion.

#### D.21.1. ENGINE CREW DOWNGRADE OR REJECTION

If CE reports to an incident without the required staffing, the CE is noncompliant and will not be accepted. If an engine, staffed with three, becomes unable to work after acceptance at an incident and the incident requests the CE remain at the incident, the payment will be reduced by \$300 per shift. If the member unable to work is the Engine Crew Boss (ENGB), the CE shall be rejected as non-compliant.

#### D.21.2 BRIEFINGS

The Single Resource Engine Boss (or operator of other water handling equipment) shall attend operational period briefings. This is included in the daily rate.

#### D.21.3 WITHDRAWAL OF CE

See Clause 7, General Clauses to Agreement Form OF-294 Exhibit A

#### D.21.4 REMAIN OVERNIGHT ALLOWANCE (RON)

This is not applicable to travel to and from the incident (Refer to Clause 8, General Clauses to Agreement Form of-294, Exhibit A).

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

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

#### D.21.5 FOOD & DRINK

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

Food and drink is normally provided at the incident, if available, at no charge. (Refer to Clause 8, General Clauses to Agreement Form OF-294, Exhibit A). Firefighters are encouraged to take sufficient drink with them to the fireline. (See “Heat Stress” in Exhibit J, Safety Standards.)

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

#### D.21.6 ORDER CANCELLATION

Order Cancellation/Enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host dispatch center in accordance with Clause 6, General Clauses to Agreement Form OF-294, Exhibit A.

#### D.21.7 COMPRESSED AIR FOAM SYSTEMS (CAFS)

If engine has Compressed Air Foam System (CAFS) capabilities and is directed by an authorized Government official to be used as such, payment will be adjusted according to the hourly rates for the system shown in Exhibit G. Hourly use shall be documented on a shift ticket. Payment shall be for hours of actual use of the CAF System in addition to the daily rate for the engine.

#### D.21.8 PAYMENTS

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

#### D.21.9 INVOICING PROCESS – FIRE SUPPRESSION, ALL-HAZARD ACTIVITIES, AND SEVERITY (Refer to Clause 6, General Clauses to Agreement Form OF-294, Exhibit A).

D.21.9.1 The Single Resource Engine Boss or operator of other water handling equipment shall have two copies of the Agreement with the resource order information for the assigned incident.

D.21.9.2 After each operational period worked, the Government will verify the Contractor’s time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit M). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each crew member’s name and their position shall be listed on the shift ticket.

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

D.21.9.4 When the CE is released to return to the DDP, the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 The incident will submit a payment package including all signed originals of OF-286, OF-296, OF-297(s), pre and post inspections, and a copy of the resource order to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

## **D.22 CE VEHICLE REPLACEMENT PARTS OR SUBSTITUTION**

The intent of this clause is to provide permanent substitution of CEs, or repair and/or replacement of auxiliary or peripheral equipment for CEs, not intermittent rotation of equipment. The Contractor is obligated to provide the CE offered in the proposal.

### **D.22.1 Repair and/or Replacement of Auxiliary/Peripheral Equipment**

Repair or replacement of auxiliary or peripheral equipment with equal or better equipment may be done at any time without change to the Agreement rates or position on the priority dispatch list.

### **D.22.2 Substitutions of CEs**

Proposed CEs for substitution shall be inspected and accepted by qualified inspectors, and approved in advance of use by the CO. The Schedule of Services will be changed in EaTIS to reflect approved CE vehicle identification numbers (VINs). Substituted CE shall be equal or better equipment with no change in the Agreement rate. The substituted CE will retain the same position on the priority dispatch list as the one removed from service.

## **D.23 LIST OF EXHIBITS**

**Provided as a separate attachment**

## SECTION E SOLICITATIONS PROVISIONS

### **E.1 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS. (JAN 2006) (Tailored)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

(b) *Submission of quotes.* Submit quotes online through the Equipment and Training inventory System (EaTIS) at <http://www.fs.fed.us/business/eatis/> at or before the exact time specified in this solicitation. As a minimum, quotes shall provide: --

- (1) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (2) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (d) *Contract award.* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (e) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (f) *Data Universal Numbering System (DUNS) Number.* The offeror shall enter, in EaTIS, the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet



at <http://www.dnb.com>. An offeror located outside the United States shall contact the local Dun and Bradstreet office for DUNS number.

(g) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database prior to May 15, 2007, award will not be made. Offerors 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.

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

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

## **E.2 FAR 52.212-2 Evaluation – Commercial Items (JAN 1999) (Tailored)**

The Government expects to award multiple Agreements resulting from this solicitation to those responsible Quoters whose quote conforms to the solicitation and represents the best value to the Government, price and other factors considered.

- A. **Merits of the Quotation**. The merits of each quotation will be determined on the basis of acceptability; offered equipment; key personnel; past performance; and price.
1. **Acceptability**. The acceptability of each quotation will be determined on a pass/fail basis. The quotation will be considered to be acceptable when the quoter offers equipment that meets the minimum standards, personnel that meets the minimum training qualification requirements, has acceptable past performance, and a daily price that is reasonable.
  2. **Offered Equipment**. The equipment offered will be evaluated to determine to what extent it will meet or exceed the terms and conditions referenced herein. Minimum equipment requirements will be evaluated on a pass/fail basis.
  3. **Key Personnel**. Personnel shall meet the minimum training qualifications as stated in this solicitation. The training records submitted by the vendor for their personnel operating the equipment offered will be evaluated to determine minimum qualifications have been met.

4. **Past Performance.** Past performance is a measure of the degree to which the customer(s) has been satisfied in the past, and complied with Federal, state, and local laws and regulations and will be based on evaluations received for the quoter on incidents and other related experience within the past 36 months.

A neutral rating will be given to Quoters with no past performance data.

When assessing past performance, other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic databases may be contacted. Customers may be asked whether or not they believe:

- a. that services were performed in a capable, efficient, and effective manner;
- b. that performance conformed to the terms and conditions of the Agreement or contract;
- c. that performance was reasonable and cooperative during assignments; and
- d. that services were performed in a manner committed to customer satisfaction.

5. **Price.** The quoted price will be evaluated for reasonableness in accordance with the Federal Acquisition Regulations and paragraph C. of this section. Price is not the determining factor for award, but rather, a factor for consideration

**B. Basis of Award.** The Government will award an Agreement for each item offered to the Quoter(s) whose quotation represents the best value when considering price, key personnel, past performance, and equipment offered. . Low price technically acceptable will be the basis for the best value determination where under the multiple award concept of this RFQ low price equals fair and equitable price.

**C. Notice of Award.** An electronic offer of award and instructions to accept offer of award will be electronically mailed to the quoter's e-mail address as provided in EaTIS. Quoters must accept offer of award within 10 days of electronic offer. Failure to accept offer of award within specified time implies rejection of the offer.

### **E.3 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 certifications 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 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 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 inside 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>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> 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, the --

(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,  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
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_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of 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, 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;

(2)  Have,  have not, within the 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 offerors; 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 products.*

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 in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) (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 representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), 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 representations(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.]*