

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1
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2. AMENDMENT/MODIFICATION NO. Amendment No. 1	3. EFFECTIVE DATE 04/16/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY USDA FOREST SERVICE FIRE PROCUREMENT SPECIALIST 2164 NE SPALDING AVENUE GRANTS PASS, OR 97526	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. AG-04H1-S-08-9006
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 03/20/2008
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning **1** copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.

The Quoter is required to acknowledge this amendment by signing block 15b. and returning page 1 and the revised Schedule of Items to the Contracting Officer. You may fax to 541-471-6512 or mail hard copy to the address shown in block 9. of the SF-1449.

The Closing Date of this Solicitation has been changed to April 28, 2008, at 4:30 p.m.

This solicitation is amended as shown on the attached pages:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kermadine Barton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 4/16/2008

1. Refer to Section B, Schedule of Items. Replace the entire Schedule of Items with the following:

Schedule of Items

Type 1 - Canopy <i>(includes setup/takedown)</i>	Rate per Square Foot: <i>To be used for CBA Calculation and for computing the payment rates proposed below</i>	Daily \$ _____
		Weekly \$ _____
		Monthly \$ _____
40 x 40	Daily Rate Weekly Rate Monthly Rate	\$ _____ \$ _____ \$ _____
40 x 60	Daily Rate Weekly Rate Monthly Rate	\$ _____ \$ _____ \$ _____
40 x 80	Daily Rate Weekly Rate Monthly Rate	\$ _____ \$ _____ \$ _____

Type 2 - Canopy <i>(includes setup/takedown)</i>	Rate per Square Foot: <i>To be used for CBA Calculation and for computing the payment rates proposed below</i>	Daily \$ _____
		Weekly \$ _____
		Monthly \$ _____
20 x 40	Daily Rate Weekly Rate Monthly Rate	\$ _____ \$ _____ \$ _____
20 x 60	Daily Rate Weekly Rate Monthly Rate	\$ _____ \$ _____ \$ _____

Type 3 - Tent (501 – 700 sq. ft) <i>(includes setup/takedown)</i>	Daily Rate Weekly Rate Monthly Rate	\$ _____ \$ _____ \$ _____
Type 4 - Tent (200 – 500 sq. ft) <i>(includes setup/takedown)</i>	Daily Rate Weekly Rate Monthly Rate	\$ _____ \$ _____ \$ _____
Sidewalls (Type 1 & 2)	Lineal Foot	\$ _____
Delivery/Pickup	Mileage Rate	\$ _____
Relocation Charge <i>(per tent/canopy)</i>	Type 1 & 2 Canopy Type 3 & 4 Tent	\$ _____/each \$ _____/each

Optional Items: If offering either of the following items as part of your proposal, provide a price list and product description. A separate resource order number must be provided when optional items are ordered.

- Generator
- ADA Accessible Tent
- Cooling (Canopy – Type 1 & 2)

Offers may be submitted on any or all Types.

2. Refer to Section D.1, Scope of Agreement and replace the first sentence with the following.

“The intent of this solicitation and any resultant Agreement is to obtain canopies and tents for use on a local, Regional and Nationwide basis.”

3. Refer to Section D.2.1 Contractor Provided Equipment and replace in its entirety with the following:

“D.2.1 Contractor Provided Equipment

D.2.1.1 Minimum Requirements – Canopy Type 1 & 2

- *Meet the requirements of NFPA 101 Life Safety Code, NFPA 102 Standard for Grandstands, Folding & Telescopic Seating, Tents, and Membrane Structures; and all tent fabric shall meet the flame propagation performance criteria contained in NFPA 701.*
- *Must meet International Fire Code (IFC) 2403.12 requirements for egress.*
- *Cooling unit (optional) adequate to maintain a temperature 15 degrees less than the outdoor temperature (if ordered).*
- *Freestanding with self-supporting internal frame, minimum six-foot (6') side walls.*
- *Adequate artificial lighting for office environment.*
- *100 ft. of electrical cord with a minimum of four (4) power outlets to connect to generator or local power of sufficient gauge to power lighting, cooling and small electrical appliances such as laptop computers, chargers for phones or PDAs and printers.*
- *Set-up must be completed in accordance with industry standards, within 12 hours after arrival at camp, unless otherwise negotiated.*
- *Company's name and a unique identification number (min. 4") shall be affixed to the tent in a conspicuous location.*
- *The Contractor is not required to provide daily maintenance of equipment; however shall provide basic operating instructions for any equipment such as cooling units.*

D.2.1.2 Minimum Requirements – Tent Type 3 & 4

- *Meet the requirements of NFPA 101 Life Safety Code, NFPA 102 Standard for Grandstands, Folding & Telescopic Seating, Tents, and Membrane Structures; and all tent fabric shall meet the flame propagation performance criteria contained in NFPA 701.*
- *Cooling unit adequate to maintain a temperature 15 degrees less than the outdoor temperature.*
- *Water and slip resistant flooring.*
- *Freestanding with self-supporting internal frame, minimum six-foot (6') side walls (no center poles).*
- *Adequate artificial lighting for office environment.*

- *100 ft. of electrical cord with a minimum of four (4) power outlets to connect to generator or local power of sufficient gauge to power lighting, cooling and small electrical appliances such as laptop computers, chargers for phones or PDAs and printers.*
- *Windows with clear panel view, screened, and privacy flap.*
- *Doors (hinged, framed), minimum size (Type 3 46” W x 72” H) (Type 4 - 22” W x 72” H).*
- *Set-up must be completed in accordance with industry standards, within 12 hours after arrival at camp, unless otherwise negotiated.*
- *Company’s name and a unique identification number (min. 4”) shall be affixed to the tent in a conspicuous location.”*
- *The Contractor is not required to provide daily maintenance of equipment; however shall provide basic operating instructions for any equipment such as cooling units.*

D.2.2 Optional

- *Generator, with a decibel rating no greater than 68 at 50 feet.*
- *ADA Accessible Tent*
- *Cooling (Canopy – Type 1 & 2)”*

4. Refer to Section D.6.2 Ranking of Awarded Equipment for Dispatch Priority and replace in its entirety with the following:

“D.6.2 RANKING OF AWARDED EQUIPMENT FOR DISPATCH PRIORITY

All resources on an awarded Agreement will be ranked on a priority dispatch list by Host Dispatch Zone. Priority will be given to those small business concerns identified in Section B, Method of Award –Priority will be given according to the price offered for the type of resource. The following calculation will be used to determine the lowest price, with the lowest price being ranked highest on the dispatch list: (Daily Rate + Weekly Rate + Monthly Rate/38). Delivery/Pickup, relocation charge and optional items will not be considered in the calculation.”

5. Refer to Section D.21.5.1 Rates of Payments and replace in its entirety with the following:

“D.21.5.1 Rates of Payments - Payment will be at rates specified and, except as provided in D.21.5.3, shall be in accordance with the following:

- On-Shift** includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.*
- Daily Rate** - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.*

d. Payment will be made at the rate (daily, weekly, monthly) that is most advantageous to the government. For payment purposes, the payment computation will start over after each 7 day period and after the 30th day for any period of time under hire.

c. Work Rate

- Mileage – Shall apply when equipment is under hire as ordered by the Government, and being mobilized/demobilized from an incident.
- Lineal Foot – Shall apply for canopy sidewalls, if ordered by the incident.
- Each tent or canopy that is relocated will be paid the amount specified on the schedule of items, if ordered by the incident.

6. Refer to D.2 Equipment Requirements and add the following:

“The Contractor is not required to provide daily maintenance of equipment; however shall provide basic operating instructions for any equipment such as cooling units.”

7. Refer to D.2.1.1 Minimum Requirements and add the following:

- *“All tents shall have the company’s name and a unique identification number (min. 4”) affixed to the tent in a conspicuous location.”*

8. Refer to D.2.1.1 Minimum Requirements. The following are not required for Type I tents:

- Cooling unit adequate to maintain a temperature 15 degrees less than the outdoor temperature.
- Doors (hinged, framed), minimum size 22” W x 72” H

9. Refer to D.2.1.1 Minimum Requirements and change *“Water resistant flooring (not required for Type 1)”* to *“Water and slip resistant flooring (not required for Type 1)”*

10. Refer to D.2.1.1 Minimum Requirements and change *“Set-up must be completed within 12 hours after arrival at camp, unless otherwise negotiated.”* to *“Set-up must be completed in accordance with industry standards, within 12 hours after arrival at camp, unless otherwise negotiated.”*

11. Delete D.21.2 REPAIRS and replace the entire paragraph with the following:

“Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The actual cost of such repairs will be deducted from payment to the contractor.”

12. Refer to D.21.5.1 Payments and add the following:

*“g. **Each** tent that is reset within the camp area will be paid the amount specified on the schedule of items, if ordered by the incident.”*

13. Refer to D.22 and replace the first paragraph with the following:

“The intent of this clause is to provide permanent substitution of resources, not intermittent or additional resources. The Contractor is obligated to provide the resources offered in the proposal. New resources may not be added to the agreement with the exception of substituted resources as provided below.”

14. Delete to D.22.1 and replace with the following:

“D.22.1 Substitution of Resources

Substitution of 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.”