

2. AMENDMENT/MODIFICATION NO. Amendment No. 2	3. EFFECTIVE DATE 03/9/2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY USDA FOREST SERVICE RO Acquisition Management 3644 Avtech Parkway Redding, CA 96002	CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i>	CODE
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State, and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. R5-04-20-008
	<input checked="" type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i> 02/02/2004
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>

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 **One** 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.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

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

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

- 1. Remove all pages of the solicitation and replace them with the attached document.**
- 2. The offer due date is extended to 4:30 PM, March 30, 2004.**

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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> Robert J. Williams
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 03/09/2004
<i>(Signature of person authorized to sign)</i>	<i>(Signature of Contracting Officer)</i>

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO.		PAGE 1 OF 32	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. R5-04-20-008	
7. FOR SOLICITATION INFORMATION CALL		a. NAME BOB WILLIAMS, Contracting Officer - 530 226-2416 OR SUSAN LAM, Contracting Officer - 707 562-8785				8. OFFER DUE DATE/LOCAL TIME 2/2/2004 3/16/2004	
9. ISSUED BY USDA Forest Service Attn: Bob Williams 3644 Avtech Parkway Redding, CA 96002		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
				SIC: 4239 SIZE STD: \$18 Million			
15. DELIVER TO USDA Forest Service, Pacific SW Region		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.		DUNS No.		Incident Financial Services 100 Forni Road Placerville, CA 95667			
<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	
		See Attached Schedule of Items <i>(Attach Additional Sheets as Necessary)</i>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" 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.							
28. <input type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. <input type="checkbox"/> AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>		31c. DATE SIGNED	
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				33. SHIP NUMBER <input type="checkbox"/> _____ PARTIAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				42a. RECEIVED BY <i>(Print)</i>		40. PAID BY	
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Incident Base Services, per the attached specifications. Equipment is required to be available during the mandatory availability period of June 1 st through November 30 th , unless released by the government or already assigned to an incident. It is estimated that each unit will be used approximately 30 days per year.				
1.	Northern California Geographic Area	Estimated Quantity			
	1A. Base Year 2004				
	(1). Daily Rental	20	DAY	\$ _____	\$ _____
	(2). Mileage Rate (mob/demob)	500	MI	\$ _____	\$ _____
	TOTAL				\$ _____
	1B. Option Year 1, 2005				
	(1). Daily Rental	20	DAY	\$ _____	\$ _____
	(2). Mileage Rate (mob/demob)	500	MI	\$ _____	\$ _____
	TOTAL				\$ _____
	1C. Option Year 2, 2006				
	(1). Daily Rental	20	DAY	\$ _____	\$ _____
	(2). Mileage Rate (mob/demob)	500	MI	\$ _____	\$ _____
	TOTAL				\$ _____
	1D. Option Year 3, 2007				
	(1). Daily Rental	20	DAY	\$ _____	\$ _____
	(2). Mileage Rate (mob/demob)	500	MI	\$ _____	\$ _____
	TOTAL				\$ _____
	1E. Pricing for Consumable Items. Offerors may attach a separate with pricing for any consumable items such as copies, copier paper, and garbage can liners.				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Number of Units offered for Northern California is _____.</p> <p>Location of Units in Northern California</p> <hr/> <hr/> <hr/> <p>Number of Units offered for Southern California is _____.</p> <p>Location of Units in Southern California</p> <hr/> <hr/> <hr/> <p>DEFINITION – NORTHERN AND SOUTHERN CALIFORNIA – For the purpose of this solicitation, the boundary between Northern and Southern California is the southern boundary of Santa Cruz County to I-5, then along the Southern Boundaries of Sacramento, Amador and El Dorado Counties.</p> <p>ORDERS: Multiple awards may be made for these services. The initial order in each GACC will be placed to the closest contractor. The orders will then be placed on a rotational basis. The work that the government is obligated to order is stated in Clause D.1.1, Scope of Contract.</p> <p>OPTIONAL EQUIPMENT – Quoters may offer additional Incident Base equipment, beyond what is required in this solicitation. Quoters wishing to offer addition equipment may attach a price list to this schedule. The only optional equipment that will be considered is additional quantities of the equipment in this contract and potable water trucks.</p>				

SECTION C - CONTRACT CLAUSES

C.1 FAR 52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders—Commercial Items (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) 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:

[Contracting Officer must check as appropriate.]

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

 (2) 52.219-3, Notice of 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) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (MAR 1999) of 52.219-5.

 (iii) Alternate II (JUNE 2003) of 52.219-5.

 (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

 X (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

 (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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.

 X (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 (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I (JUNE 2003) of 52.219-23.

_____ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_____ (14) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (17) 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

_____ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

_____ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

_____ (20) (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)).

_____ (21) 52.225-1, Buy American Act - Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

_____ (22) (i) 52.225-3, Buy American Act—North American Trade Agreement - Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

_____ (ii) Alternate I (MAY 2002) of 52.225-3.

_____ (iii) Alternate II (MAY 2002)of 52.225-3.

_____ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_____ (24) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

_____ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

_____ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

_____ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items, (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_____ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (30) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

_____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_____ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

_____ (ii) Alternate I (APR 1984) of 52.247-64.

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

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (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 (vi) 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 (OCT 2000) (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 \$500,000 (\$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, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR 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-2 Central Contractor Registration (FAR 52-204-7) (Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b) (1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible 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.

(g) (1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) 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.

C.3 CLAUSES INCORPORATE BY REFERENCE (FAR 52.252-2) (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE

NUMBER DATE TITLE

52.242-15 AUG 1989 STOP WORK ORDER

52.242-17 APR 1984 GOVERNMENT DELAY OF WORK

C.4 INSPECTION OF SERVICES--FIXED-PRICE (FAR 52.246-4) (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

C.5 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful Offeror is required. It will be scheduled within 60 days after the date of contract award. The conference will be held at: To be determined at a later date.

C.6 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractors fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

C.6 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract expiration.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.8 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than one day service the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$500,000.

(2) Any order for a combination of items in excess of \$5,000,000.

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 4 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.9 REQUIREMENTS (FAR 52.216-21) (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order.

The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2007.

C.10 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)(MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to

extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years. The initial contract period shall extend from the date of award through December 31, 2004, and at the option of the Government, the contract may be extended for one-year periods, January 1 through December 31.

C.11 CONTRACT PERIOD

2.1 The base contract period shall extend from the date of award through December 31, 2004. However, at the option of the Government, the contract may be extended for 1-year periods, January 1 through December 31, not to exceed two extension periods, at the same terms and conditions, except that any extension is subject to the provisions of Section I, Contract Clauses, Economic Price Adjustment.

2.2 The Government will notify the Contractor of its intent to extend not less than sixty (60) calendar days prior to the expiration of the current contract period.

2.3 For the first contract period, contractors will not be required to respond to any dispatches until 60 days after award of their contract. This is to provide contractors time to get prepared.

C.12 LOCATION(S)

3.1 Incident Base Units shall be physically located at the Base of Operations and dispatched from Designated Dispatch Points during the availability dates identified in Section B. Any relocation of equipment from the Designated Dispatch Points during the dates identified in Section B shall be approved in advance by the Geographic Area Coordination Center (GACC), with the concurrence of the Contracting Officer.

If the Contractor wishes to be available for dispatch outside of the availability dates identified in Section B, it is the Contractor's responsibility to notify the Contracting Officer, in writing, of the locations and availability of units.

3.2 The Contractor shall be notified by the GACC of the location where services are to be performed at the time the Incident Base Unit is ordered.

C.13 INSURANCE COVERAGE (AGAR 452.228-71) (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 GENERAL REQUIREMENTS

1.1 Scope of Contract

1.1.1 The intent of this solicitation and any resultant contract is to obtain services of Incident Base Facilities at various field locations during wildland fire and other types of activities throughout the State of California. **The Scope of this contract is all Type I and II wildfires within the Pacific Southwest Region that have a complete (long) team assigned. This commitment includes only wildfires under Forest Service Management. The Forest Service's commitment to the contractor is for these incidents only,** however the contract may also be used for incidents managed by other cooperating Federal and State Agencies. **Incidents which begin with other agencies management and change management to the Forest Service are excluded from the commitment under this contract. Also excluded are incidents where a county fairgrounds or a federal facility is available.**

1.1.2 The Incident Base service is to include all equipment, labor, materials, and supplies normally associated with the trade. Such services shall include, but are not necessarily limited to, complete management, control, purchase, storage, and maintenance.

1.1.3 The Government, at its option and by mutual consent of the Contractor, may order additional Incident Base equipment as shown in and at the rates offered in Section B. The Contractor should not bring optional equipment to the incident unless the packaging of the equipment necessitates this. For example, if the Contractor packages optional chairs, tables, or tents in a trailer with other equipment, this would be permissible. The only optional equipment which will be ordered under this contract is additional equipment of the like and type being acquired under this contract. In addition, the contractor may offer a potable water truck as optional equipment.

1.1.4 Due to the sporadic occurrence of incident activity, the Government DOES NOT GUARANTEE placement of any orders for service.

1.1.4.1 The Contractor is obligated to perform during the periods of time stated in Section B in accordance with the terms and conditions stated herein for the duration of the incident, or until released by the Government. If the contractor would like to be released from their required availability during the mandatory availability period, they must obtain approval from the GACC dispatch office.

1.2 Government Furnished Services

1.2.1 Fuel Tender

The Government shall allow the Contractor to use a Government fuel tender when available. Any costs of services/supplies shall be deducted from payments due the Contractor.

1.2.2 Government Escort

When it is difficult for a Contractor to locate an incident with the directions that have been given within the time frame desired, the Government shall give the Contractor directions to a designated site that can be easily found such as a Ranger Station, District Office, fork in the road, etc. From that site, the Government will provide an escort to the incident.

1.2.3 Food and Camp Facilities – The government will furnish food and a camp site for the Contractors personnel. The government will not reimburse any per diem costs.

1.3 Contractor Furnished Equipment, Supplies, and Personnel

The Contractor shall furnish the following:

1.3.1 – Copy Machine w/paper. Capable of producing 150 copies of 25 pages twice per day. Collating and stapling legal size paper. Machine must be heavy duty and capable of sustaining this large volume of copying.

1.3.2 – FAX Machine, laser type, heavy duty, capable of sustaining large volume of faxing.

1.3.3 – Paper Shredder – Capable of shredding 20 sheets legal size paper at a time.

1.3.4 – Office Trailers, minimum 10, with air conditioning and heating, with adequate capacity for the unit provided. Each trailer shall meet the following requirements:

- a) Minimum of 3 desks/work stations with comfortable chairs with backs.
- b) Minimum of 6 phone jacks (working), 2 per each work station.
- c) Hard wired for receptacles and phone jacks with outside hood ups.
- d) Minimum 10' x 28' with two entry ways.
- e) Steps and hand rails that meet OSHA standards.
- f) Minimum of 64 square feet of wall space for hanging paper etc: (cork board)
- g) Minimum of two windows, 24" x 24" for light.
- h) Workable awning with a minimum length of 16 feet.

Trailers shall be configured as follows:

- a) A minimum of 3000 square feet will be required.
- b)
- c) No trailer shall be less than 28 feet in length.
- d) No trailer will have head room less than 6 foot 8 inches.
- e) If large trailers (i.e. 12 feet x 65 feet) are used, a minimum of 6 will be required to meet office configuration. This would exceed the 3000 square foot requirement, but there is a need to have separation from other working areas.
- f) Alternative configurations of trailers may be considered.

- g) ADA ramp will be required on a minimum of 1 office trailer.
- h) All trailers shall have 32" wide doorways. Doorways shall have a threshold.

1.3.5 – Tents - 4 each tents. Two tents shall be a minimum of 19' x 35' with side curtains. Two tents shall be a minimum of 20' x 20'. Tents shall not have a center tent pole. Each tent will have a floor (carpet or other suitable flooring material), air conditioning or evaporative coolers, heat, ADA accessible (double doors to meet ADA width requirements and have some kind of ramp to meet the door sealer height requirement).

1.3.6 – Area Lighting – Two light towers, plus exterior lighting on each trailer of at least 300 watts and 5 free standing light poles. All light shall bear the UL Laboratories label and shall conform to all OSHA standards. NEC lights cords will be of sufficient size to service all trailers and tents. Light bulbs will be included. Area safety lights are required. Generators for the light towers shall be quiet.

1.3.7 – Hand Washing Unit – Contractor shall furnish one unit with a minimum of 10 hand washing sinks with hot and cold water. Contractor will furnish all soap and towels. Contractor shall furnish gray water storage that is capable of holding 500 gallon and potable water storage of 500 gallons minimum storage capacity. The unit shall arrive at the incident loaded with potable water. After the initial load of potable water, the Government will provide all potable water. The Government will supply gray water removal.

1.3.8 – Generators – Minimum of 2 each 75 kw quiet generators, sufficient to furnish electricity to trailers and tents. Power cords with accessories will be included. Must meet NEC standards. The generators will supply all Incident Base needs. Power will need to be run to all trailers and tents. This may necessitate running some cords approximately 750 feet. Should 2 each 75 kw generators be insufficient for all Incident Base Needs, the government will be responsible for obtaining additional generators.

1.3.9 – Refrigerated Truck/Van – 40' minimum with 2 doors (rear and side access points). Steps with hand rails, movable dividers and 64 square foot shelving is required.

1.3.10 – Forklift with Operator – Forklift with minimum lifting requirement of 6,000 lbs. is required. Must pass mechanical inspection. Contractor is required to furnish operator(s) and must be available 24 hours per day. The operator(s) must have completed OSHA forklift training. Pneumatic tires are required.

1.3.11 – Pallet Jack – Standard pallet jack is required.

1.3.12 – Folding Tables – Durable, splinter free with smooth surface. Minimum of 8 feet in length. 10 tables required.

1.3.13 – Folding Chairs – Durable, splinter free folding chairs. 80 each.

1.3.14 – Information Board – Free standing (may be made of ½ inch plywood), two sided, minimum size requirements of board is 4' x 8'.

1.3.15 – Briefing Area Equipment – Stage, (stage must be elevated 18" off ground, 8' x 16' surface area made of ½" plywood minimum with backdrop), lights (for stage and

backdrop), adequate sound system (wireless microphones are suitable, no megaphones) for briefings.

1.3.16 – Telephones – Minimum of 20 handsets, push button type, 10 of which shall be of a speaker phone design.

1.3.17 – Garbage cans – Minimum of 40 garbage cans that are durable, 40 gal minimum. Garbage can liners are required (furnished by the contractor). The Government will be responsible for emptying the garbage and replacing the liners in the cans.

1.3.18 – Electrical hook-up – Must be certified by licensed electrician within the first 12 hours of set-up. This applies to all trailer and tent hook-ups. The electrician will ensure all electrical use in the Incident Base is safe and meets code. The Government will furnish a camp crew as needed to bury cable.

1.3.19 – Maintenance – All service and maintenance of the Incident Base Unit will be the responsibility of the Contractor. The Contractor shall clean the trailers once a day, either at night or early in the morning.

1.4 All labor and equipment to include complete management, control, storage, transport, set up, and maintenance of the Incident Base equipment furnished under this contract.

1.5 Repairs to equipment. The Government may at its option elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payments due to the Contractor.

1.6 Contractor Responsibilities

The Contractor is expected to perform in a professional manner, being courteous and cooperative, with a positive and helpful attitude at all times.

Some specific Contractor responsibilities are listed below:

1.6.1 Furnish services as stated in Section B.

1.6.2 Provide equipment fully operational, which includes all fuel, oil, preventative maintenance, and repair.

1.6.3 Immediately report to the FACL or upon arriving at the site.

1.6.4 Provide personnel to keep Incident Base Services in continuous operation.

1.6.5 Maintain all facilities in a neat and clean condition. All employees shall be neat and clean in fact as well as in appearance. All employees shall wear identification that distinguishes the company represented.

1.6.6 Ensure that no alcoholic beverages and/or controlled substances are taken to the incident, used by, or furnished to any person at the incident.

1.6.7 Only those Contractor employees essential to the mission may remain at the incident.

1.6.8 Provide equipment and operate that equipment in accordance with all current Federal, State, local laws or standards, OSHA regulations, and other contractual requirements stated herein.

1.6.9 Ensure all Contractor personnel receive initial and refresher harassment training and that they understand Government policies.

1.6.10 Have copies of the contract and required forms with each Incident Base Unit.

NOTE: Violation of any one, or combination of, the above requirements may result in suspension or termination of the Contractors Incident Base Service.

D.2 ORDERING, RELOCATING, REDUCING, RELEASING, REASSIGNING AND CANCELING PROCEDURES

2.1 The beginning/ending availability dates in Section B for each location are periods of time that Contractors and all equipment are required to be available to perform Incident Base Services. However, the Government may still offer orders to the Contractor whether inside or outside of those dates.

The Contractor's Base of Operations is the contractually approved physical location (within the specified mile radius of the Designated Dispatch Point) for ALL Contractor equipment to be kept within the defined availability dates.

2.1.1 Orders

All orders shall be placed by the Northern California or Southern California Geographic Area Coordination Center (GACC) regardless of the jurisdictional location of the Incident.

2.1.2 Information Provided by the GACC When Placing Orders Persons ordering Incident Base Services will furnish the following information:

2.1.2.1 Resource Order Number, Request Number, and name of incident.

2.1.2.2 Exact location to designated site where Contractor can meet a Government representative for escort or further instructions to the incident.

2.1.2.3 Estimated time that services are to begin.

2.1.2.4 Name, title, and phone number of person to contact for further information.

2.1.2.5 Name and title of person to contact at the incident.

2.1.3 Contractor Lead Time After an Order Has Been Placed by the GACC. The Contractor will be allowed the following lead time for reporting to an Incident.

2.1.3.1 Two to Four hours loading or mobilization time.

2.1.3.2 One (1) hour for each 35-mile distance (normally on paved roads) from the Designated Base of Operations to the designated site or escort location.

2.1.3.3 The time to travel from the designated reporting location (i.e., Ranger Station, District Office, fork in the road, etc.) to the Incident will depend upon road conditions.

2.1.3.4 The Contractor does not need to mobilize all trailers within the 2-4 hour mobilization time. It is permissible for the contractor to mobilize as many as one half of the trailers after the initial mobilization, provided all equipment arrives within 16 hours after the order is placed by the GACC. The first priority for mobilization of equipment will be the Plans trailer, the copier trailer, the generators, the lights, and some tables and chairs.

2.2 Procedure for Ordering Optional Equipment.

2.2.1 Ordering

2.2.1.1 The Government may have the need to order optional equipment offered in Section B. If so, the same procedure will be followed as that used when ordering Incident Base Services.

D.3 EQUIPMENT MARKING

3.2 All equipment shall be marked with the company name, or otherwise identified so it is clear which equipment is being furnished by the contractor.

D.4 PRE-USE INSPECTION OF EQUIPMENT

Each year prior to use of the Incident Base Services, the Government may conduct pre-use inspections of Contractor's equipment for compliance with the contract specifications and conditions. In addition to equipment, Contractor will have available for inspection any items listed in Section C1.4.

D.5 INSPECTIONS DURING USE AND PERFORMANCE (Also see Section F)

5.1 At any time during use, the Contracting Officer may make or cause to be made, such inspections as deemed necessary for the purpose of determining that equipment, supplies and personnel meet current contract specifications or to determine equipment condition. Inspection may be performed by Federal and State Government representatives such as the Contracting Officers Representative (COR) or Facilities Unit Leader (FACL), and other personnel designated by the Contracting Officer.

5.2 Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the failure has been corrected.

5.3 When equipment and services are inspected and do not meet contract requirements, the COR or Facilities Unit Leader (FACL) shall document deficiencies and when appropriate reduce the contract prices (see Inspection of Services--Fixed Price). The Contracting Officer

shall make final determinations on any remedial actions implemented or erroneous payments approved, by COR's or FACL's if appropriate and make final decisions.

D.6 UNAVAILABILITY

6.1 The Contractor will be considered unavailable for service whenever, due to the Contractor or his/her agent's fault or negligence,

6.1.1 The equipment or personnel are not at the Designated Dispatch Point(s) identified in Section B, or other approved location as approved by the GACC with concurrence of the Contracting Officer, or,

6.1.2 The Contractor fails to notify the Contracting Officer of the desire to be available outside of the availability dates identified in Section B and provide the required location(s) and unit(s) available.

6.3 If the Contractor's equipment and personnel are not located at the Designated Dispatch Point(s) during the availability dates in Section B, or other location as approved by the GACC with concurrence by the Contracting Officer during the specified dates, it may result in suspension or partial/complete termination of the contract.

D.7 MEASUREMENT AND PAYMENT

7.1 Payment will be made on basis of calendar days. 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.

7.2 Incident Base Services shall be ordered from the Designated Dispatch Points and leave from the Base of Operations during the availability dates of identified in Section B. For payment purposes, mileage shall be measured from the location of the Contractors Incident Base Unit at time of dispatch to the incident(s) and return using the Rand McNally Road Atlas© or Microsoft Expedia Streets & Trips© to the town nearest the incident and from there to the incident on Government verified odometer readings. If the Contractors Incident Base Unit has been released from an incident, the mileage shall be measured from the town nearest the incident to the next assigned incident based on Government verified odometer readings. If the Contractor is not dispatched from one incident to another, mileage shall be measured from the last incident location to the Base of Operations in the Section B or other location approved by the Contracting Officer. If the contractor mobilizes from a non-contract assignment subsequent to being released under the provisions of clause 1.1.4, payment for mileage will be from the non-contract assignment or the Designated Dispatch Point, whichever is closer.

7.3 Mileage for transporting the Incident Base Unit (including all equipment, materials, supplies and personnel to support the operation), to and from the incident shall be at the rates offered in the Section B. Additional mileage rates will not be paid for getting supplies or making repairs on the Incident Base Unit while at an incident.

7.4 If an order for a Incident Base Unit is canceled before reaching the incident, the Contractor shall be paid for actual mileage incurred, if applicable, at the rates specified in

the Schedule of Items, plus the mobilization fee. The actual mileage shall be measured by Contractor verified odometer readings and documented on the invoice.

7.5 When equipment is released from one incident and subsequently reassigned to another prior to returning to its Base of Operations, it is the Contractors responsibility to inform the COR or FACL at the new incident of any changes or corrections in return mileage indicated on invoices submitted on prior incidents. The information shall be clearly documented on the invoice.

7.6 After award, but prior to the first order, the contractor will submit a list of unit prices for individual pieces of equipment that comprise the Incident Base. The unit price breakdown must be submitted for approval of the contracting officer. While payment will be made at a daily rate for the entire unit, this breakdown will be used to determine the amount to be deducted from the rate if pieces of equipment are unavailable.

D.8 MISCELLANEOUS CHARGES AND CREDITS

8.1 Equipment Repair, Supplies and Fuel.

Any costs incurred by the Government in repairing the Contractors equipment and/or providing Government furnished supplies/fuel to the Contractor shall be deducted from payments due to the Contractor on the invoice.

8.2 Lost/Damaged Equipment Or Supplies. Any Contractor equipment or supplies lost or damaged by the Government and certified as lost or damaged by the COR or FACL shall be credited to payments due the Contractor on the invoice and submitted to the Contracting Officer for approval.

8.3 License and Permits. Contractors are responsible for all licenses and permits needed to perform work under this contract. However, when a Incident Base Unit is dispatched outside the state of the Designated Dispatch Point (DDP), the following shall apply:

8.3.1 Permits and licenses purchased as a result of being dispatched to an incident outside the State of the DDP shall be credited to payments due the Contractor.

8.3.2 Proof of expenditures shall be attached to the Invoice. Without original license and permits, payments shall not be made.

8.3.3 Payment shall be limited to those vehicles that comprise the Incident Base Unit as shown in Section B.

8.4 Commissary. Commissary items available at an incident may be purchased by Contractors employees on a cash basis only. These items shall not be shown as deductions on the Invoice.

D.9 PAYMENT PROCEDURES

9.1 All Incident Base Services usage, relocation fees, and mileage will be itemized on the invoice.

9.2 Any additional credits or deductions shall be shown on the invoice. The Contractor shall certify on the last invoice that all fuel purchases, etc., have been accounted for and documented on Contractors invoices prior to leaving incident.

9.3 The Contractor and COR or FACL must print their names and also affix a signature on the invoice. The Government representative shall include his/her title, work address and work phone number and the Contractor shall include his/her title and phone number. Invoices not signed by the Contractor AND the COR or FACL shall not be paid. The receipt signature of the government official on the invoice will be used for receipt and shift tickets will not need to be prepared.

9.4 The invoices shall be dispersed as follows:

9.4.1 Original - The original of every invoice shall be submitted to the Incident Financial Services, 100 Forni Road, Placerville, CA 95667.

9.4.2 Copy - The Contractor shall keep the a copy for their personal records.

9.4.3 Copy - The FACL shall keep a copy for their personal records.

9.4.5 Copy - The Documentation Unit Leader shall keep a copy for the incident files.

9.5 Payment shall be made upon receipt of proper invoices, and paid in accordance with the Prompt Payment Act.

9.6 No payment shall be made under this contract for supplies or services not priced in Section B.

9.7 Partial Payments will be processed each two weeks.

D.10 ELECTRONIC FUNDS TRANSFER

10.1 Contractors are required to have invoices paid electronically under Vendor Express, by contacting the National Finance Center (NFC), Miscellaneous Payments Section, located in New Orleans, LA. Contractors can reach NFC by calling telephone number 1-800-421-0323. Upon notification, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions for setting up an electronic account. If there are any questions or problems, contact the Contracting Officer.

 **SOLICITATION PROVISIONS****FAR 52.212-2 Evaluation – Commercial Items (JAN 1999)**

(a) The Government will award a contract(s) resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Evaluation may include an on-site inspection of the equipment. The following factors shall be used to evaluate offers:

- Price;
- Experience
- Technical capability of the items offered to meet the Government requirement.
- Past Performance

(b) Technical Proposal

This solicitation is for Incident Base Services, including furnishing of equipment listed in Section D of the solicitation. As a minimum, proposals should address the following:

- List the equipment to be furnished in sufficient detail for the government to evaluate the equipment. This may include descriptions and/or photos.
- List prior experience furnishing this type of equipment and services.
- List contact names and numbers for prior services.
- List location(s) where equipment is stored and from where equipment will be mobilized.
- Show the location where the equipment can be inspected, for evaluation purposes.

(c) **Relative Importance of the Evaluation Factors.** Non-price evaluation factors, when combined, are equal to price. An offer must be acceptable in order for the offeror to be eligible for award. The Government will not award a contract on the basis of an unacceptable offer. Thus, acceptability of the offer is the most important evaluation factor. The Government considers an offeror's capability to be as important as price. However, the Government will not select an offeror for award on the basis of a superior capability without consideration of the amount of its price. The relative influence that capability and price will have on the source selection decision will depend on the marginal differences among the competing offerors.

(d) **Source Selection Decision.** In order to select the winning offeror(s), the Government will rank the offerors from best to worst by making a series of paired comparisons among them, trading off the marginal differences in capability and price between the members of each pair. If one offeror has both the better capability and the lower price, then that offeror will be the better value. If one offeror has the better capability and the higher price, then the source selection decision will be based on whether the marginal difference in capability is worth the marginal difference in price. If the contracting officer considers the better capability to be worth the higher price, then the more capable, higher-priced offeror will be the better value. If not, then the less capable, lower-priced offeror will be the better value. The contracting officer will continue to make paired comparisons until the contracting officer has decided which offeror represents the best value.

- (e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

FAR 52.212-3 Offeror Representations and Certifications--Commercial Items (JUNE 2003)

(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.

"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 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 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.

"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.

(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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of

manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four 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 four 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):

Number of Employees Average Annual Gross Revenues

<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)(7)(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 © (1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representative, on the List of Qualified HUBZone Small business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, 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 on 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 either 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 the 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--North American Free Trade Agreement-- Israeli Trade Act-- Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--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 "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of the solicitation entitled "Buy American Act- North American Free Trade Agreement--Israeli Trade Act".

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-- North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled

"Buy American Act--North American Free Trade Agreement--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--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2000). 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--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

LINE ITEM NO

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2000). If Alternate II to the clause 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--North American Free Trade Agreement--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, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
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(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA 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 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(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 (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (j)(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 (j)(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.