

SOLICITATION/CONTRACT/ORDER FOR COMMERICAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE OF PAGE
2. CONTRACT NO. AG-04H1-B-13-7250	3. AWARD/EFFECTIVE DATE 05/11/2013 - 05/11/2016	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-04H1-S-13-7000	6. SOLICITATION ISSUE DATE 12/13/2012 15:00 PST	
7. FOR SOLICITATION INFORMATION CALL: Kermadine Barton			b. TELEPHONE NUMBER (No collect calls) 541-471-6746	8. OFFER DUE DATE/ LOCAL TIME 03/01/2013 12:00 PST	
9. ISSUED BY USDA Forest Service US Forest Service Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 115310 SIZE STANDARD: \$ 17.5 million		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO			16. ADMINISTERED BY Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526		
17a. CONTRACTOR/OFFEROR Sanders Dillon DBA: Inbound, LLC 7618 SW Locust St Portland, Oregon, 97223			18a. PAYMENT WILL BE MADE BY Refer to Exhibit B		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	VIPR I-BPA for Water Handling for Region 6 - Pacific Northwest Region				
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND FAR 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED 05/11/2013 . 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 /s/ Dillon Sanders			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) /s/ Kermadine Barton		
30b. NAME AND TITLE OF SIGNER (Type or print) Dillon Sanders	30c. DATE SIGNED 02/26/2013	31b. NAME OF CONTRACTING OFFICER (Type or print) Kermadine Barton	31c. DATE SIGNED 05/11/2013		

Rates effective with Agreement awarded on 05/11/2013.

Schedule of Items

Item Description	Equipment ID	Dispatch Center	Rates
=====			
VIN Number: 1HTAR1854BHA22920			
Engine Type 3	E-10	OR-EIC	
		Daily Rate	\$2700.00/Day

License:T575897
 State:OR
 Make:International
 Model:S1800
 Year:1992
 DOT Inspection Date:02/14/2013
 Insurance Policy Expiration Date:02/28/2013
 Location City:Eugene
 Location State:OR
 Capacity (gallons):1200
 GPM:150
 Pump Performance:250
 GVWR (lbs):37850
 Foam Proportioner:Manually Regulated Proportioner
 CAFS:No
 AWD:Yes
 Double Shift:No

VIN Number: 1FDAF57P63EB80669			
Engine Type 4	E-05	OR-COC	
		Daily Rate	\$2700.00/Day

License:T-566636
 State:OR
 Make:Ford
 Model:F-550
 Year:2002
 DOT Inspection Date:02/14/2013
 Insurance Policy Expiration Date:02/28/2013
 Location City:Oakridge
 Location State:OR
 Capacity (gallons):780
 GPM:50
 Pump Performance:200
 GVWR (lbs):19500
 Foam Proportioner:Manually Regulated Proportioner
 CAFS:No
 AWD:Yes
 Double Shift:No

VIN Number: 1FDNF70H3FVA26781			
Engine Type 4	E-02	OR-EIC	
		Daily Rate	\$2700.00/Day

License:T534877
 State:OR
 Make:Ford
 Model:F700

Year:1979
 DOT Inspection Date:02/14/2013
 Insurance Policy Expiration Date:02/28/2013
 Location City:Oakridge
 Location State:OR
 Capacity (gallons):858
 GPM:60
 Pump Performance:200
 GVWR (lbs):23100
 Foam Proportioner:Manually Regulated Proportioner
 CAFS:No
 AWD:Yes
 Double Shift:No

VIN Number: 1GDK7H1J1TJ514511			
Engine Type 4	E-07	OR-KFC	
		Daily Rate	\$2700.00/Day

License:T582107
 State:OR
 Make:GMC
 Model:Topkick
 Year:1996
 DOT Inspection Date:02/14/2013
 Insurance Policy Expiration Date:02/28/2013
 Location City:Oakridge
 Location State:OR
 Capacity (gallons):750
 GPM:50
 Pump Performance:150
 GVWR (lbs):24000
 Foam Proportioner:Manually Regulated Proportioner
 CAFS:No
 AWD:Yes
 Double Shift:No

VIN Number: 1HTAR1854BHA22920			
Engine Type 4	E-10	OR-EIC	
		Daily Rate	\$2700.00/Day

License:T575897
 State:OR
 Make:International
 Model:S1800
 Year:1992
 DOT Inspection Date:02/14/2013
 Insurance Policy Expiration Date:02/28/2013
 Location City:Eugene
 Location State:OR
 Capacity (gallons):1200
 GPM:150
 Pump Performance:250
 GVWR (lbs):37850
 Foam Proportioner:Manually Regulated Proportioner
 CAFS:No
 AWD:Yes
 Double Shift:No

VIN Number: 1FDAF57F21EC84127				
Engine Type 6	E-06	OR-KFC	Daily Rate	\$2500.00/Day

License:T-575893
 State:OR
 Make:Ford
 Model:F550
 Year:2001
 DOT Inspection Date:02/14/2013
 Insurance Policy Expiration Date:02/28/2013
 Location City:Oakridge
 Location State:OR
 Capacity (gallons):383
 GPM:50
 Pump Performance:150
 GVWR (lbs):17500
 Foam Proportioner:Manually Regulated Proportioner
 CAFS:No
 AWD:Yes
 Double Shift:No

VIN Number: 1FDAF57F5XEC68514				
Engine Type 6	E-03	OR-MIC	Daily Rate	\$2500.00/Day

License:T-578673
 State:OR
 Make:Ford
 Model:F550
 Year:1999
 DOT Inspection Date:02/14/2013
 Insurance Policy Expiration Date:02/28/2013
 Location City:Cave Junction
 Location State:OR
 Capacity (gallons):380
 GPM:50
 Pump Performance:200
 GVWR (lbs):19500
 Foam Proportioner:Manually Regulated Proportioner
 CAFS:No
 AWD:Yes
 Double Shift:No

VIN Number: 1FDAF57P14EB73095				
Engine Type 6	E-08	OR-EIC	Daily Rate	\$2500.00/Day

License:T582118
 State:OR
 Make:Ford
 Model:F550
 Year:2004
 DOT Inspection Date:02/14/2013
 Insurance Policy Expiration Date:02/28/2013

Location City:Eugene
Location State:OR
Capacity (gallons):350
GPM:50
Pump Performance:150
GVWR (lbs):17500
Foam Proportioner:Manually Regulated Proportioner
CAFS:No
AWD:Yes
Double Shift:No

VIN Number: 1FDAF57P34EB73096
Engine Type 6 E-09 OR-KFC Daily Rate \$2500.00/Day

License:T586506
State:OR
Make:Ford
Model:F550
Year:2004
DOT Inspection Date:02/14/2013
Insurance Policy Expiration Date:02/28/2013
Location City:Oakridge
Location State:OR
Capacity (gallons):375
GPM:60
Pump Performance:150
GVWR (lbs):17500
Foam Proportioner:Manually Regulated Proportioner
CAFS:No
AWD:Yes
Double Shift:No

VIN Number: 1FDXF47SX2EA46724
Engine Type 6 E-01 WA-CCC Daily Rate \$2500.00/Day

License:T-566636
State:OR
Make:Ford
Model:F-450
Year:2002
DOT Inspection Date:02/14/2013
Insurance Policy Expiration Date:02/28/2013
Location City:Tigard
Location State:OR
Capacity (gallons):311
GPM:50
Pump Performance:200
GVWR (lbs):15000
Foam Proportioner:Manually Regulated Proportioner
CAFS:No
AWD:Yes
Double Shift:No

VIN Number: 1FDXW47FXYE34441

Engine Type 6

E-04

OR-KFC

Daily Rate

\$2500.00/Day

License:T-541324

State:OR

Make:Ford

Model:F450

Year:2000

DOT Inspection Date:02/14/2013

Insurance Policy Expiration Date:02/28/2013

Location City:Oakridge

Location State:OR

Capacity (gallons):370

GPM:50

Pump Performance:150

GVWR (lbs):15000

Foam Proportioner:Manually Regulated Proportioner

CAFS:No

AWD:Yes

Double Shift:No

Vendor Information

Company Name: Sanders Dillon

DBA: Inbound, LLC

DUNS: 168788078

Company Address:

7618 SW Locust St

Portland, Oregon, 97223

Mailing Address: same as above

Contact:

Name: Dillon Sanders

Email: inbound@inboundllc.com

Daytime Phone: 503-892-3663

Evening/After Hours Phone: 503-892-3663

Cell/Alternate Phone: 503-473-4851

Fax: 503-977-6060

Discount Terms:

Business Status

HUBZone: N

Service-Disabled Veteran-Owned Small Business: Y

8(a): N

Women-owned Small Business (WOSB) Eligible Under the Women-owned Small Business Program: N

Economically Disadvantaged Women-Owned Small Business: N

LSA Flag: Y

Supporting Documentation

Has Insurance (other than Workers' Compensation): Yes

Has DOT inspection(s): Yes

Has Workers' Compensation Insurance: Yes

Workers' Comp. Insurance Expiration Date: 03/31/2013

Has sufficient employees: Yes

Is registered in SAM: Yes

Has completed Reqs & Certs: Yes

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO. Amendment 1	3. EFFECTIVE DATE 01/23/2013 22:58 PST	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USDA Forest Service US Forest Service Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526		7. ADMINISTERED BY (If other than Item 6) USDA Forest Service US Forest Service Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. AG-04H1-S-13-7000
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 12/13/2012 15:00 PST
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
		<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

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 THAT CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	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
<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 ___ copies to the issuing office.

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

<See Attachment on the next page.>

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) Dillon Sanders		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kermadine Barton, Contract Specialist	
15B. CONTRACTOR/OFFEROR Dillon Sanders <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 02/26/2013 14:37 PST	16B. UNITED STATES OF AMERICA /s/ Kermadine Barton <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 01/23/2013 22:58 PST

Attachment AmendmentDescription.txt. (Overflow from Box-14 from SF-30)

The JAN 2013 Maintenance Cycle includes changes as follows:

|1. B04 Summary (BP) is modified per CR0115 to clearly specify where vendors can find Section E of the solicitation and remove paragraph 3, which is duplicative. |2. C01 Terms and Conditions (BP) is modified per CR0115 to include a note for 52.219-6, Notice of Total Small Business Set-Aside, that states the clause is applicable if the solicitation is set aside for Small Businesses. |3. C02 Clauses by Reference (BP) is updated per AGAR Advisory 104A issued 12/12/12. Paragraphs A and B of AGAR 452.209-71 and paragraph A of AGAR 452.209-70 is updated with the public law reference that extends the prohibition beyond Fiscal year 2012 to include subsequent fiscal years. |4. D02 Equipment Requirements-Heavy Equipment with Water is modified per CR0104. Paragraphs 14-16 under D.2.1.2 is added to include language for canopy requirements. |5. D02 Equipment Requirement - Miscellaneous Heavy Equipment is modified per CR0105 to include canopy requirements. |6. D02 Equipment Requirement - GIS Units language in D.2.1.1 is modified per CR0108 to allow Incident Management Teams and/or Incident Personnel to reimburse the cost of supplies. |7. D06 Ordering (for ALL templates) includes changes per CR0094A for D.6.7 Length of Assignments and Crew Change Out. |8. D20 Performance Evaluation (BP) includes minor language changes per CR0094A. |9. D21 Payment (for ALL templates) modified language in D.21.8.3 per CR0094A to add payment direction for shifts exceeding 16 hours. |10. D21 Payment (for ALL templates EXCEPT Crew Carrier Bus) includes language changes per CR0111 in D.21.5 to clarify the application of RON. |11. D21 Payment-Crew Carrier Bus includes language changes in D.21.5 per CR0094A to clarify the application of RON. |12. D22 Replacement of Resources (BP) per CR0094A includes minor language changes. |13. E00 Representations-Certifications (BP) which has not been included in recent templates is updated per CR0116 and once again included in templates. |14. E15 Exhibit N - Water Handling is modified per CR0098 to update ENGB experience requirements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO. Amendment 2	3. EFFECTIVE DATE 02/25/2013 09:10 PST	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USDA Forest Service US Forest Service Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526		7. ADMINISTERED BY (If other than Item 6) USDA Forest Service US Forest Service Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. AG-04H1-S-13-7000
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 12/13/2012 15:00 PST
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
		<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

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 THAT CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	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
<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).

This solicitation has been re-opened for a short period and will close Friday March 3rd, 2013 at noon. Any assistant please contact the helpdesk at 866-224-7677 Opt. #3 for VIPR.

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) Dillon Sanders		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kermadine Barton, Contract Specialist	
15B. CONTRACTOR/OFFEROR Dillon Sanders <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 02/26/2013 14:37 PST	16B. UNITED STATES OF AMERICA /s/ Kermadine Barton <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 02/25/2013 09:10 PST

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO. Amendment 3	3. EFFECTIVE DATE 02/25/2013 13:30 PST	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USDA Forest Service US Forest Service Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526		7. ADMINISTERED BY (If other than Item 6) USDA Forest Service US Forest Service Kermadine Barton Grants Pass Interagency Office 2164 NE Spalding Ave. Grants Pass, Oregon, 97526	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. AG-04H1-S-13-7000
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 12/13/2012 15:00 PST
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
		<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

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 (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.

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<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).

This amendment is to correct the closing date. Closing date is Friday March 1st, not March 3rd. The system will close on the March 1st, 2013 at 1200 Pacific Time.

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) Dillon Sanders		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kermadine Barton, Contract Specialist	
15B. CONTRACTOR/OFFEROR Dillon Sanders <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 02/26/2013 14:37 PST	16B. UNITED STATES OF AMERICA /s/ Kermadine Barton <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 02/25/2013 13:30 PST

Table of Contents
Intro (BP)
Pricing and Estimated Quantity (BP)
Basis of Award (BP)
Summary (BP)
Terms and Conditions (BP)
Clauses By Reference-WithBioBasedProducts (BP)
Agreement and Performance (BP)
Authorized Personnel (BP)
Claim Settlement Authority (BP)
Changes to Agreements (BP)
Contractor Liability (BP)
Loss Damage or Destruction (BP)
Firearm and Weapon Prohibition (BP)
Harrassment Free Workplace (BP)
Pre-Quote Meeting (BP)
Scope - Water Handling 2013
Equipment Requirements - Water Handling 2013
Personnel Requirements - Water Handling 2013
Equipment Reliability (BP)
Availability (BP)
Ordering - Water Handling 2013
Property - Water Handling 2013
Information Provided by Contractor (BP)
Laundry Service (BP)
Campsite (BP)
Commissary (BP)
Timekeeping (BP)
Contractor Representative (BP)
First Aid (BP)
Vehicle Cleaning - Noxious Weed Control (BP)
Pre-Season Inspections - Water Handling 2013
Incident Pre-Use Inspection (BP)
Noncompliance - Water Handling 2013
Workmanship (BP)
Performance Evaluations (BP)
Payment - Water Handling 2013
Replacement of Resources (BP)
Exhibits (BP)
LOE - WaterHandling
Exhibit A - Definitions and Abbreviations (BP)
Exhibit B - Payment Office Information (BP)
Exhibit C - Harassment Free Workplace Policy (BP)
Exhibit D - DOL Wage Determination (BP)
Exhibit E - Standard Contractor Performance Report (BP)
Exhibit F - Safety Standards (BP)
Exhibit G - Emergency Equipment Shift Ticket OF-297 (BP)
Exhibit H - Geographic Area Terms and Conditions (BP)
Exhibit I - Contractor Associations and Public Education Providers(BP)
Exhibit J - Water Handling Advantages
Exhibit L - Geographic Area Map (BP)
Exhibit M - Water Handling Manifest
Exhibit M - Water Handling Forms and Checklists
Exhibit N - Qualifications
Exhibit O - Qualifications (Non-NWCG)

SECTION B

The intent of this solicitation is to obtain the services described in D.1 Scope of Agreement for Local, Regional, and Nationwide fire suppression and all-hazard incidents.

The Blanket Purchase Agreements resulting from this Request for Quote (RFQ) may be used by multiple State and Federal wildland fire agencies.

Exhibit H contains requirements specific to the various State and Federal wildland fire agencies.

PRICING AND ESTIMATED QUANTITY

This solicitation will result in multiple agreements. The dollar limitation for any individual order is \$150,000.00. Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

Proposed rates shall include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers' compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractor's representative attendance at the operational period briefings should also be included. Contractors shall comply with the 2:1 work/rest ratio as outlined in the Interagency Incident Business Management Handbook (12.7-1 Work/Rest Guidelines). When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

BASIS OF AWARD

The Government intends to award multiple Agreements, however, awards will only be made to those quoters offering a reasonable price and resources that are technically acceptable. Proposed pricing for ALL line items will be evaluated for reasonableness. Reasonable price technically acceptable will be the basis for the best value determination. See Section E.2.

A single resource may be awarded under multiple resource categories and/or typing. However, the same Dispatch Center must be selected for the single resource. In addition, nationally only one award will be made for a resource within each category and/or type. The Contractor may choose to respond to solicitations from multiple geographic areas; but upon acceptance of an offer of award, all other offers for that resource category and/or type will be ineligible for award. Prospective offerors are cautioned to carefully consider the solicitations to which they respond.

See Block 10 of the SF-1449 for solicitation set aside action. Cascading Set-Aside Procedures (solicitations issued prior to October 1, 2011) and Socioeconomic Status Advantage (solicitations issued after October 1, 2011) are only applicable for the socioeconomic categories checked in Block 10 of the SF-1449.

Unrestricted:

1. Multiple awards of Blanket Purchase Agreements (BPAs) resulting from this solicitation will be made on a competitive basis to responsible business concerns.
2. Priority ranking for dispatch will be determined by the method described in D.6.2; no advantage will be

given for business size or status in an unrestricted solicitation.

Socioeconomic Status Advantage (applicable to solicitations issued after October 1, 2011):

1. Multiple awards of Blanket Purchase Agreements (BPAs) resulting from this solicitation will be made on a competitive basis to responsible small business concerns.
2. Priority ranking for dispatch will be determined by applying a 5% advantage (to the method described in D.6.2) for each socioeconomic category (other than small business) checked in Block 10 of the SF-1449. A vendor meeting multiple targeted socioeconomic categories will receive multiple percentage points with a cap of 10%; for example if HUBZone, Service-Disabled Veteran-Owned, and 8(A) are all checked in Block 10 and a vendor qualifies as all three his advantage will be 10% for purposes of Dispatch Priority List placement.

Cascading Set-Aside Procedures (applicable to solicitations issued prior to October 1, 2011):

1. Multiple awards of Blanket Purchase Agreements (BPAs) resulting from this solicitation will be made using the following cascading set-aside order of preference:
 - a. In accordance with FAR Subpart 19.13, awards will be made on a competitive basis first to responsible, eligible HUBZone small business concerns and/or Service Disabled Veteran Owned Small Business (SDVOSB) concerns. (Refer to Section C, Clause C.1, 52.219-3, Notice of Total HUBZone Set-Aside and 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside . These clauses are applicable only to this tier of the solicitation, not the solicitation in its entirety.)
 - b. If there are insufficient HUBZone and SDVOSB concerns to meet the anticipated need, additional awards will be made in accordance with FAR Subpart 19.5, to responsible small business concerns.
2. Orders issued against awarded BPAs will be made using the following order of preference:
 - a. Any order issued under the awarded BPAs will be made first to a HUBZone small business concern and/or SDVOSB concern. Priority ranking for dispatch among HUBZone concerns and/or SDVOSB concerns will be determined using the method described in D.6.2.
 - b. If there are no HUBZone or SDVOSB concerns available, orders will be issued to small business concerns. Priority ranking for dispatch among small business concerns will be determined using the method described in D.6.2.

SUMMARY

The Contractor shall:

1. Submit a quote in the Virtual Incident Procurement (VIPR) System (see E.1 52.212-1 Instructions to Offeror in Section E, found under the heading 'Submitting the E00 Representations and Certifications - FAR 52.212-3 with your quote' heading at <http://www.fs.fed.us/business/incident/vendorapp.php>). Online help can be found within the application, at the bottom of the page under "Getting Help".
 - a. VIPR Vendor Application
 - i. This solicitation requires vendors to submit their quotes using the VIPR Vendor Application.
 - ii. To access the VIPR Vendor application, go to <http://www.fs.fed.us/business/incident/vendorapp.php>
 - iii. You will find:
 1. A link to log into the VIPR Vendor Application
 2. Information and instructions specific to the Vendor Application, including how to submit your E00 Representations and Certifications FAR 52.212-3
 2. Contractors shall register and update information in the System for Award Management (SAM), formerly known as CCR. As a part of their SAM information, they shall complete online Representations and Certifications (formerly known as the Online Representations and Certifications Application or ORCA) within SAM at <https://www.sam.gov>. If the Contractor chooses not to complete "FAR 52.212-3, Offer Representations and Certifications - Commercial Items" (see E.3) on-line, then a completed copy of this clause shall be completed and submitted separately via email or fax to the Contracting Officer as a part of the quote.

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

NOTE: The Virtual Incident Procurement (VIPR) System will be used by the Forest Service for all pre-season incident procurements. In order to respond to solicitations issued through VIPR, Vendors must obtain Level 2 eAuthentication, which provides the ability to conduct official electronic business transactions via the internet. Additional information regarding eAuthentication can be obtained at:

<http://www.fs.fed.us/business/incident/eauth.php>

OR by contacting your local acquisition office: <http://www.fs.fed.us/business/incident/contacts.php#field>

CONTRACT CLAUSES

C.1 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2012)

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5)(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)(Pub. L. 109-282)(31 U.S.C. 6101 note).
- ___ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010)(Pub. L. 111-5).
- X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).
- ___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- ___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, and section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- X (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). (NOTE: This clause is applicable if the solicitation is set aside for HUBZone Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)
- ___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (11) [Reserved]
- X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644). (NOTE: This clause is applicable if the solicitation is set aside for Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)
- ___ (ii) Alternate I (NOV 2011) of 52.219-6.
- ___ (iii) Alternate II (NOV 2011) of 52.219-6.
- ___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- X (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- X (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.
- ___ (iv) Alternate III (JUL 2010) of 52.219-9.
- X (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (18) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- ___ (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program- Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- _X_ (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f). (NOTE: This clause is applicable if the solicitation is set aside for Service-Disabled Veteran-Owned Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)
- _X_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- _X_ (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012)(15 U.S.C. 637(m)).
- _X_ (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012)(15 U.S.C. 637(m)).
- _X_ (26) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _X_ (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- _X_ (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (30) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212).
- _X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- _X_ (32) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212).
- _X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- _X_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- _X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- ___ (39) 52.225-1, Buy American Act-Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41 and 112-42 and 112-43).
- ___ (ii) Alternate I (MAR 2012) of 52.225-3.
- ___ (iii) Alternate II (MAR 2012) of 52.225-3.
- ___ (iv) Alternate III (NOV 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (45) 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)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (47) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ___ (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.

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

- _X_ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- _X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

- _X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (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 (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- ___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).

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

52.212-4 Contract Terms and Conditions - Commercial Items (FEB 2012)
52.236-7 Permits and Responsibilities (NOV 1991)
52.245-1 Government Property (APR 2012)
52.223-1 Biobased Product Certification (MAY 2012)
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)

C.2.1 ADDITIONAL INFORMATION REQUIRING VENDOR CERTIFICATION

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS Alternate 1 (Feb 2012)

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

AGAR 452.209 - 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (DEVIATION 2012-01) Alternate 1 (Feb 2012).

Note: this certification needs to be completed and submitted to CO at time of quote submittal (as a condition of award). COs may post this certification to FBO and/or it is available at:
<http://www.fs.fed.us/business/incident/vendorapp.php>

(a) Awards made under this solicitation are subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that -

(1) The Offeror is [], is not [] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked "is" above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked "is not" above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [], has not [] (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [], has not [] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does [], does not [] (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

C.3 AGREEMENT AND PERFORMANCE PERIODS

C.3.1 AGREEMENT PERIOD

Estimated date of award is

May, 2013 . The Agreement period is for three years from the date of award. An annual review will be conducted and at that time, Contractors will be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect. In addition, a Contracting Officer may allow the Contractor to change their Host Dispatch Center and/or Equipment Attributes.

Note: allowable equipment changes will not include the addition of new resources and will not result in a change in equipment typing.

It is estimated that the anticipated use period for resources within the

Pacific Northwest Geographic area may fall between

June and October of each year. Potential use outside this area or anticipated use period could occur at any time. Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

C.3.2 START WORK

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

C.3.3 AGREEMENT CANCELLATION

This agreement may be discontinued upon 30 days' written notice by either party.

C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS

Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, and Purchasing Agents are authorized to place orders against this agreement. Orders must be placed in accordance with established ordering procedures as specified in National and Regional mobilization guides.

C.5 CLAIM SETTLEMENT AUTHORITY

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

C.6 CHANGES TO AGREEMENTS

Changes to Agreements may only be made by the original signing procurement official or a designated successor contracting officer. If the original signing procurement official or designated successor contracting officer is not available and adjustments are deemed appropriate, an Emergency Equipment Rental Agreement (EERA) shall be executed at the incident and shall be applicable ONLY for the duration of that incident. The EERA must include the name and location of the incident.

C.7 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

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

C.8 LOSS, DAMAGE, OR DESTRUCTION

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

C.9 FIREARM - WEAPON PROHIBITION

The possession of firearms or other dangerous weapons (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knife with a blade less than 2 1/2 inches in length or a multi purpose tool such as a Leatherman.

C.10 HARRASSMENT FREE WORKPLACE

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

C.11 PRE-QUOTE MEETING (Optional)

- (a) The Government is planning pre-quote meeting(s), during which potential quoters may obtain a better understanding of the work required.
- (b) Quoters are encouraged to submit all questions in writing at least five (5) days prior to the conference.
- (c) Quoters are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the quoter to seek clarification prior to submitting a quote.
- (d) The conference(s) will be held:

Region 6 will be conducting a Public Vendors meeting for ALL VIPR Agreements/Solicitations. Below is the website where you can find the dates, time and location for the meetings.

<http://www.fs.usda.gov/goto/r6/workingtogether/contracting/fact>

Once you open this website, scroll down to Vendor Notices.

D.1 SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain water handling equipment (engines, support water tenders, and tactical water tenders) for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used on fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

Contractor personnel (engines/tactical water tenders) may be required to work away from their equipment and perform other incident duties.

D.2 EQUIPMENT

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

D.2.1 Contractor provided equipment:

D.2.1.1 Equipment Typing - see D.2.1.2.1 through D.2.1.2.3

D.2.1.2 Equipment Requirement. All equipment shall have:

-- In addition to these requirements, engines and tenders shall meet all State Motor Vehicle Requirements.
-- An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.

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

-- Tow-behind units are not acceptable for Engines or Tactical Water Tenders. Tow-behind units are not acceptable in the Pacific Northwest Region (R6).

-- No engine or water tender shall exceed the manufacturer's Gross Vehicle Weight Rating (GVWR) or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped. Fillers, spacers, and overflow devices to reduce the overall capacity of the tank shall not be allowed. The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear and total GVWR for the incident inspection. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted.

-- Baffling. The water tanks shall be equipped with partitions that reduce the shifting of the water load. Free Floating Baffle System - baffles which reduce the shifting of the water load AND do not compromise the structural integrity of the originally manufactured tank are acceptable. If a Free Floating Baffle System is used the vendor must submit data sheets which validates that the baffling is sufficient to meet the manufacturer's recommendation. All tanks shall comply with one (1) longitudinal baffle regardless of width and one (1) transverse baffle at a minimum of every 52". All baffles must cover 75% of the plane of the tank.

-- Pump:

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

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

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

-- All equipment inventory shall be permanently marked with vendor/company identification. In addition, the vendor is to maintain a complete inventory list, including any extra items they may be carrying.

-- A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal

fire extinguishers.

- Approved spark arrester on all naturally aspirated auxiliary engines
- Seat belts
- Flashlight
- Line gear shall be provided for contractor personnel to perform incident duties away from engine/tactical water tenders.
- Personal Protective Equipment. Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident.

Contractor shall be responsible for ensuring that all personnel arrive with the following:

Personal Protective Equipment (PPE)

- (1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not recommended).
- (2) HARD HAT: Hardhat meeting NFPA Standard 1977 is required.
- (3) GLOVES: One pair of heavy-duty leather per person.
- (4) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).
- (5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB. Earphones (headset) required with radio shall have built-in hearing protection.
- (6) HEAD LAMP: With batteries and attachment for hardhat.
- (7) FIRE SHELTER: New Generation Fire Shelter is required
- (8) FLAME RESISTANT CLOTHING (Shirt and Pants). A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must be certified to NFPA 1977.

NOTE: It is recommended that fireline personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

D.2.1.2.1 Wildland Engines

- All type 6 engines shall have operational all-wheel/or multiple axle drive capability. Type 3, 4, and 5 engines, all-wheel/or multiple axle drive capability is optional.
- All Engines shall have pump and roll capabilities. The vehicle drive engine and drive train shall be arranged so that the pump can deliver at least its rated capacity or 20 GPM, whichever is less at a gauge pressure of 80 psi, while the fire apparatus is moving at 2 mph or less.
- Engines shall have chainsaws with a minimum of 18 inch guide bar and a 3.0 cubic inch size motor. A chainsaw kit is also required and shall have the following items: Chainsaw protective wrap around leg chaps that meet the current industry standards approved by OSHA, extra chain, srench, chain file, felling axe, felling wedge, and an OSHA approved fuel container for holding chainsaw engine fuel oil mixture and guide bar oil. The chainsaw may be used for mop-up operations, the clearing of access routes and emergency escape routes. The engine crew shall not perform as tree fallers.
- The Engine shall be equipped with a live reel with a minimum of 100 feet of non-collapsible (booster) hose with combination nozzle. Hose shall be connected to the water supply. The hose shall not be less than (3/4) inch INSIDE diameter. The 100 feet of hose specified here is in addition to the hose specified in the NWCG Fireline Handbook (Jan 1998) under "Requirements".
- Engines shall be equipped with a single rapid shutoff valve that permits the attachment of a 1-1/2 inch hose.
- All Engines shall be equipped with a foam proportioner system.
- In addition to the requirements on the following table, all engines shall have the complements described in Exhibit M.

MINIMUM STANDARDS WILDLAND ENGINES:

REQUIREMENTS	TYPE 3	TYPE 4	TYPE 5	TYPE 6
Tank Capacity (gallons)				
Minimum	500	750	400	150
Maximum	1500	1500	749	399
Pump Min Flow (gpm)	150	50	50	50
@ rated pressure (psi)	250	100	100	100
Hose (feet)				

1.5 inch	1000	300	300	300
1 inch	500	300	300	300
3 / 4 inch Garden Hose	300	300	300	300
Live Hose Reel 3 / 4" ID	100	100	100	100
Pump and Roll	Yes	Yes	Yes	Yes
Foam Proportioner System	Yes	Yes	Yes	Yes
Maximum GVWR (lbs)	-	-	26,000	19,500
Personnel Required	3	3	3	3

D.2.1.2.1.1 Compressed Air Foam System (CAFS)

If Compressed Air Foam System (CAFS) is used, and documented on the shift ticket(s), the following amounts will be paid for the hours actually used:

Cubic Feet/Minute (CFM)	CAFS Allowance With Pump and Roll HOURLY RATE
35 - 50 CFM @ 150 PSI	\$25.00
51 - 85 CFM @ 150 PSI	\$41.00
86 - 120 CFM @ 175 PSI	\$55.00
121 - 200 CFM @ 175 PSI	\$69.00
201+ CFM @ 200 PSI	\$85.00

Criteria:

1. One GPM per one CFM MINIMUM water pump capacity at PSI rates required of the compressor.
2. Pump & Roll 86+ CFM and above must have deck mounted cannon with stacked tips or adjustable tips.
3. Pump & Roll equipment must be able to pump water and foam while moving.
4. CFM, GPM, PSI and foam flow gauges are required.
5. Must be capable of injection of foaming agent into the water line at variable controlled rates on discharge side of pump. (Be proportional)
6. System shall provide full foam delivery within 60 seconds after system is engaged.
7. Operator shall be experienced and knowledgeable of system operation, and be capable of demonstrating their ability to operate the system.
8. Payment shall be for hours of actual use of the CAF System in addition to the daily rate for the engine.
9. All foam used shall be in accordance with Forest Service Specification 5100-307a as amended.
http://www.fs.fed.us/rm/fire/wfcs/documents/qpl_fm1.pdf
10. Contractors will not be reimbursed for the initial purchase of foam but if the Contractor's foam is ordered and used on the incident, the contractor will be reimbursed for the actual cost of the foam.

D.2.1.2.2 Wildland Water Tenders

- All water tenders shall have a minimum of a 4" gravity dump valve located on the rear of the tank capable of dumping 90 % of the tanks contents into a standard folding tank. The valve shall be plumbed to allow the flow of water over any rear bumper protection into the folding tank.
- Tactical Water Tenders shall be equipped with a foam proportioner.
- A Tactical Water Tender could also be a Support Water Tender. If the vendor does have equipment that meets multiple resource categories, they will be required to submit a resource category form for each resource category they are offering.
- In addition to the requirements stated in D.2.1.2.2.1 and D.2.1.2.2.2, all support and tactical tenders shall have the complements described in Exhibit M.

D.2.1.2.2.1 Support Water Tender

MINIMUM STANDARDS SUPPORT WATER TENDERS:

REQUIREMENTS	TYPE 1	TYPE 2	TYPE 3
Tank Capacity (gallons)			
Minimum	4000	2500	1000
Maximum	NONE	3999	2499

Pump Min Flow (gpm)	300	200	200
@ rated pressure (psi)	50	50	50
Spray Bar or Equivalent	Yes	Yes	Yes
Max Refill Time (minutes)	30	20	15
Drafting Capabilities			
MAY USE PORTABLE PUMP THAT			
MEETS MIN STANDARDS	Yes	Yes	Yes
Personnel (minimum)	1	1	1

Spray bar or equivalent that operates with a pump, PTO or gravity fed on front and/or rear of water tender

D.2.1.2.2.2 Tactical Water Tender

MINIMUM STANDARDS TACTICAL WATER TENDERS:

REQUIREMENTS	TYPE 1	TYPE 2
Tank Capacity (gallons)		
Minimum	2000	1000
Maximum	NONE	1999
Pump Min Flow (gpm)	250	250
@ rated pressure (psi)	150	150
Hose (feet)		
Live Hose Reel ¾" ID	100	100
Spray Bar or Equivalent	Yes	Yes
Pump and Roll	Yes	Yes
Foam Proportioner System	Yes	Yes
Drafting Capabilities -		
MAY USE PORTABLE PUMP THAT		
MEETS MIN STANDARDS	Yes	Yes
Personnel (minimum)	2	2

Spray bar or equivalent that operates with a pump, PTO or gravity fed on front and/or rear of water tender

D.2.2 Transportation

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

All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in this solicitation. All Engines and Tenders under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

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

D.2.2.1 Tires shall have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which including the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32 for rear tires and 4/32 for steering axle tires. All wheel drive vehicles shall have all season or mud and snow tire tread on all wheels.

D.2.2.1.1 All engines and tactical water tenders shall have a full size spare tire with minimum of 4/32 tread and wheel securely (mounted to the vehicle). The spare tire shall be easily accessible.

D.2.2.2 Prohibited Marking

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

D.2.2.3 Vehicle Identification

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

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

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

D.2.3 Programmable Radio: Engines and Water Tenders

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

The radio must be capable of operating in the frequency range of 148MHz to 174MHz in the analog wide band (25KHz) and narrow band (12.5KHz) modes. P25 (digital) compliant radios in the frequency range of 138MHz to 174MHz are required effective January 1, 2014. The contractor shall provide any software, hardware and knowledge needed to put the radio into service on any valid frequency and bandwidth assigned to the incident. The contractor shall provide any accessories needed to keep the radio in an operational condition, including batteries, for the length of the incident. Contractors shall be capable of programming incident frequencies into their radios. Modified or Family Service Radios (FSR) radios are strictly prohibited. A list of approved radios is located at: http://www.nifc.gov/NIICD/docs/approved_radios.pdf

Battery Requirements:

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

The Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations when using Federal Agency frequencies and with all Federal Communications Commission (FCC) rules and regulations when using State Agency frequencies. The Contractor shall not use the firefighting/incident frequencies for other than fire suppression activities. All Incident, Federal and State frequencies shall be removed prior to demobilization from the incident.

D.3 PERSONNEL REQUIREMENTS

All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.

D.3.1 Training/Experience

Each person employed by the Contractor under this Agreement shall meet the following minimum requirements, and be able to provide evidence that employees meet the requirements upon request:

1. RT-130 Annual Fireline Refresher including fire shelter
2. All Tactical Water Tender and Engine personnel shall be trained in accordance with NWCG Wildland Fire Qualifications System Guide PMS 310-1 and qualifications carded in accordance with Exhibit N and Exhibit O, Training and Positions Qualifications Requirements. This does not apply to Support Water Tender personnel.
3. Commercial Drivers License, when required.
4. All operators shall be able to operate the equipment safely up to the manufacturers limitations.

The government reserves the right to verify training at any time for all operators.

D.3.1.1 Engine Staffing Requirements

Training requirements, in addition to D.3.1, are listed in Exhibit N and Exhibit O.

The Contractor shall furnish type 3-6 wildland fire engine(s), consisting of a crew of three (3) to include:

Number of Personnel	Title	Engine Types
1 EACH	Single Resource Boss Engine (ENGB)	ALL TYPES
2 EACH	Firefighter Types 1 or 2 (FFT1 or FFT2)	ALL TYPES

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

Standard staffing requirements for all engines are three (3) crew members as outlined in the table above. If two (2) crew members are ordered and documented on the resource order, Type 6 engine only, \$300 will be deducted from the daily rate.

D.3.1.2 Water Tender Staffing Requirement

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

Number of Personnel	Title	Support Tender
1 EACH	Support Water Tender Operator	ALL TYPES

The Contractor shall furnish wildland water tenders (tactical), consisting of two (2) personnel to include:

Number of Personnel	Title	Tactical Tender
1 EACH	Firefighter Type 1	ALL TYPES
1 EACH	Firefighter Types 1 or 2 (FFT1 or FFT2)	ALL TYPES

These personnel will meet the requirements of D.3.1 and Exhibit N.

D.3.2 ENGLISH SPEAKING REQUIREMENT

Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractors representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

D.4 EQUIPMENT RELIABILITY

The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

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

D.5 AVAILABILITY

If the Host Dispatch Zone or Geographic Area requires it, the Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

D.6 ORDERING PROTOCOL FOR RESOURCES

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

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

D.6.1 DISPATCH PRIORITY

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

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

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

D.6.2 RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY

All resources on an awarded Agreement will be ranked on the dispatch priority list by Host Dispatch Zone. Priority will be given to those small business concerns identified in Section B, Method of Award - Cascading Set-Aside procedure. Within each small business program category, priority will be given as shown below.

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

Advantages

1. ENGINES
 - a. Gallons Hauled 230 possible points
 - b. Pump Performance 56 possible points
 - c. Age 30 possible points
 - d. Foam Proportioner System* 12 possible points
2. SUPPORT WATER TENDERS
 - a. Gallons Hauled 223 possible points
 - b. Suspension* 56 possible points
 - c. Age 33 possible points
 - d. Spray Bar 16 possible points
3. TACTICAL WATER TENDERS
 - a. Gallons Hauled 138 possible points
 - b. Monitor 66 possible points
 - c. Suspension* 66 possible points
 - d. Age 26 possible points
 - e. Spray Bar 20 possible points
 - f. Foam Proportioner System* 12 possible points

* See Exhibit A - Definitions and Abbreviations for a description of foam proportioner systems and suspensions and Exhibit J - Advantages for points.

NOTE: FOR THE ABOVE EQUIPMENT THERE WILL BE ATTRIBUTES IDENTIFIED ON THE DISPATCH PRIORITY LIST THAT MAY BE REQUIRED BY THE GOVERNMENT. AS STATED IN THE TABLE ABOVE, SOME OF THESE ATTRIBUTES ARE GIVEN POINTS WHILE OTHERS ARE NOT. IF AN ATTRIBUTE IS SPECIFICALLY ORDERED BY THE INCIDENT MANAGEMENT TEAM, A VENDOR THAT OFFERS THE ATTRIBUTE, OR ATTRIBUTES, ON THEIR EQUIPMENT SHALL BE GIVEN PREFERENCE FOR THE ORDER. THE ATTRIBUTES ARE LISTED AT THE END OF EACH RESOURCE CATEGORY BELOW AND WILL BE IDENTIFIED AS "ATTRIBUTE, NOT GIVEN POINTS", AND "ATTRIBUTE, GIVEN POINTS".

ENGINE

Attribute not given points:

- All Wheel Drive
- Compressed Air Foam System (CAFS)

SUPPORT WATER TENDER

Attribute not given points:

- All Wheel Drive

TACTICAL WATER TENDER

Attribute not given points:

- All Wheel Drive

Attribute given points:

- Monitor
- Foam Proportioner System

D.6.2.1 TIED PRICES/CBA SCORES

The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

D.6.3 ORDERING PROCEDURES FOR RESOURCES

D.6.3.1 Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within the selection made at D.6.2. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

D.6.3.2 If all contractor resources on the dispatch priority list are depleted within the selection made at D.6.2, orders will be placed utilizing established dispatch procedures.

D.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS

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

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

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

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

D.6.5 DISPATCHING PROCEDURES

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

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

D.6.5.3 At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

D.6.5.4 The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

D.6.6 EMERGENCY INCIDENT DRIVING

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: http://www.nwgc.gov/pms/pubs/iibmh2/pms902_iibmh.pdf. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

D.6.7 WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT

Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.

To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:

- a. Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel.
- b. Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.
- c. With the Government's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

D.6.8 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

D.6.9 RELEASE

Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

D.7 PROPERTY

D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

D.7.1.1 Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required

equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

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

D.7.1.3 Government Furnished Hose and Complements

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

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

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

The Contractor shall arrive at the incident with a minimum of two copies of the complete Agreement. The Contractor shall furnish one complete copy of the Agreement to the Finance Unit upon request.

D.9 LAUNDRY SERVICE

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

D.10 CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

D.11 COMMISSARY

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to D.21.8.3(e).

D.12 TIMEKEEPING

Refer to D.21.9.2

D.13 CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Agreement.

D.14 FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

D.16 INSPECTIONS

The Government will perform inspections of all equipment prior to ranking the equipment on the dispatch priority lists to ensure compliance with the equipment requirements in Section D.2. Inspection of personnel qualifications may also be performed to ensure compliance with the personnel requirements in section D.3 and Exhibit N; however, compliance with personnel requirements will have no effect on the ranking of otherwise compliant equipment on a dispatch priority list. Should the Vendor's equipment not pass inspection, one re-inspection will be allowed. Copies of the inspection reports will be distributed by the inspection team to the CO and the Vendor. Information on the equipment advantages collected during the inspection will be used for the process of ranking the equipment on the dispatch priority list. These inspections are necessary for the Government to determine Agreement compliance and all associated costs are considered incidental costs to the Vendor, and will not be paid by the Government regardless of whether any orders are placed under the vendor's agreement (i.e., I-BPA). Copies of the equipment inspection checklists are in Exhibit M.

D.16.1 Equipment Weight. At the time of inspection, engines and water tenders will be weighed twice; once when empty and once when fully loaded and fully equipped without personnel and their gear. Two hundred and seventy pounds (270 pounds), which includes appropriate gear, shall be added to the weight of the equipment when fully loaded to account for the weight of each crew person. Vendor equipment shall not exceed the manufacturer's GVWR or GAWR when fully loaded and ready for operation: with fuel, water, personnel, and equipment.

D.16.2 The Agency designated inspector may consider an engine or water tender with a current Commercial Vehicle Safety Alliance (CVSA) inspection as passing the mechanical portion of the initial equipment inspection. This provision does not preclude an agency designated inspector from performing the complete mechanical portion of the initial inspection if the inspector determines the complete mechanical inspection is required to confirm vehicle meets all requirements/specifications.

D.16.3 Schedules. Prior to inspection, schedules will be made available to the Vendor. The Vendor is responsible for ensuring that each resource is inspected in a timely manner. The Vendor is responsible for any fees required to pass inspection. The checklists to be used for vendor equipment inspections are shown in Exhibit M. Inspection of equipment and personnel records may occur concurrently, or be scheduled at different times. Re-inspections, if necessary, shall be scheduled during regularly scheduled inspection periods. Vendor equipment and personnel records may be re-inspected at any designated inspection location within the Geographic Area.

The following locations will be inspection sites:

2013 - Equipment inspections are required for each resource being offered. Equipment inspection process is

located at the following website: <http://www.fs.usda.gov/goto/r6/workingtogether/contracting/fact>
Scroll down and click on the link for 2013 Water Handling Equipment Inspections.

Training Records submittal are required for certain fire position. The process can be located with the same link above, scroll down to the header of 2013 Water Handling and click on 2013 Training Records Process.

D.16.4 The Vendor shall maintain and make available upon request to the Government the following documents, if required (see D.3.1 and Exhibit N for a more comprehensive list):

- a. Completed Individual Employee Training Verification Forms for each firefighter.
- b. Formal training certificates for each required course, including annual Fireline Safety Refresher Training (RT-130) training.
- c. Completed performance task books for each position the person is qualified to perform.
- d. Documentation which validates experience.
- e. Work Capacity Fitness test record for current year.
- f. A copy of commercial driver's license (CDL) with tank endorsements over 26001 lbs and medical card for over 10001 lbs.

D.16.5 When submitting equipment for inspection, the Vendor shall have equipment fully equipped ready to fight fire and bring the following documentation:

- a. Annual Department of Transportation Inspection or CVSA Reports
- b. Proof of insurance
- c. Current vehicle registration
- d. Manufacturers certification of GVWR and GAWR affixed to the vehicle or certification from a Final Stage Manufacturer. A line sheet from the Manufacturer with VIN number along with GVWR and GAWR is acceptable
- e. Current (within 1 year) certified fully loaded weight receipt
- f. After market certification may be required for equipment that has been extensively modified from its original condition. The form is in Exhibit M.

D.17 INCIDENT PRE-USE INSPECTION

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections.

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the government's convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

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

- a. The original shall remain with the fire documents on Host Unit.
- b. A copy of the inspection shall be given to the Contractor and/or the Contractor's Representative.
- c. A duplicate copy shall be forwarded to the CO for all non-compliant resources.

D.18 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the government's convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

D.18.1 UNDERSTRENGTH ENGINE CREWS

After acceptance at the incident, the Government may elect to keep a resource (engine) that falls below three crewmembers. If the resource complement falls below the agreed upon staffing (as agreed to at the time of dispatch and documented on the resource order) the contractor equipment is noncompliant. If the

Contractor agrees to add additional crew members to bring the contractor equipment up to the Agreement standard of 3 people, compliance shall be met within 24 hours or the time frame designated by Government representatives at the incident. Travel time to the incident will not be paid for additional crew members necessary to complete a three-member crew.

If the Contractor is unable to bring engine strength to three people within 24 hours or time frame designated by Government representatives, the Government may at its discretion retain the resource at a reduced rate, notwithstanding the fact that it is under strength as long as the NWCG minimum standards are met. (See D.21.8 for payment information)

D.19 WORKMANSHIP

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

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

D.19.1 INCIDENT BEHAVIOR

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

D.20 PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluator's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident Finance Section (for distribution to the Contracting Office and the Host unit incident file).

D.21 PAYMENTS

Payments will be made in accordance with D.21.8.

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

Table D.21 - SEVERITY RATES

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

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

Severity assignments often are not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, RON (see D.21.5) may or may not be authorized and is at the Government's discretion.

D.21.1 BRIEFINGS

All operators shall attend operational period briefings. This is included in the daily rate.

D.21.2 WITHDRAWAL OF RESOURCE(S)

Refer to D.21.8.3(b).

D.21.3 REPAIRS

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 cost of such repairs will be \$90 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

D.21.5 REMAIN OVERNIGHT ALLOWANCE (RON)

Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.

When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented.

Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at www.gsa.gov.

If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

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

D.21.6 FOOD & DRINK

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

After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

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

D.21.7 ORDER CANCELLATION

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

D.21.8 PAYMENTS

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

The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 Rates of Payments - Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

- a. Double Shift equipment is staffed with two operators or crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.
- b. 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.21.8.1.1 The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

D.21.8.1.2 Driver Hour Limitation - The following Driver Hour limitations, as referenced at D.6.6, shall apply to this agreement:

- a. No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty-day (operational period, see Exhibit A).
- b. Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.
- c. A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to:
 - i. accomplish immediate and critical suppression objectives, or
 - ii. address immediate and critical firefighter or public safety issues.
- d. As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.

D.21.8.1.3 Payment of Optional Items - If the solicitation includes optional items, payment for optional items will only be made when ordered and documented on the resource order. The use will be recorded on the Emergency Equipment Shift Ticket. Time under hire will begin when the optional item is ready for use by incident personnel. The incident shall have the option to discontinue the use of the optional item at any

time during the incident, time under hire ends at that time.

D.21.8.2 Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

D.21.8.3 Exceptions:

a. No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

b. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.

c. After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.

d. No payment will accrue when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Assignment" provisions. Refer to D.6.7.

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

f. Reassignment of resources - Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

D.21.8.4 Engine Crew Downgrade or Rejection

If contractor equipment reports to an incident without three members, the contractor equipment is noncompliant and will not be accepted. If a member becomes unable to work after acceptance at an incident and the incident requests the contractor equipment remain at the incident, the payment will be reduced by \$300 per shift unless the member unable to work is the Engine Crew Boss (ENGB), at which time the contractor equipment shall be rejected as non-compliant. The Type 3 Engine will be required to have a minimum of three members at all times.

D.21.9 INVOICING PROCESS

D.21.9.1 The resource shall have two copies of the Agreement with the resource order information for the assigned incident.

D.21.9.2 After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operator's name shall be listed on the shift ticket.

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

D.21.9.4 When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

D.22 REPLACEMENT OF RESOURCES

At the discretion of the CO for this agreement, this award may be modified to replace resources with an

equal or better resource at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use. This replacement modification must be issued and executed through the VIPR program and new resources must appear on the agreement and dispatch priority list prior to being utilized.

Additional resources may not be added to the agreement.

D.23 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Provided as a separate attachment

SECTION E

SOLICITATIONS PROVISIONS

E.1 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS. (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation,

these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the

solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) 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. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

E.2 FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999) (Tailored)

The Government expects to award multiple Agreements resulting from this solicitation to those Quoters whose quote is reasonably priced and technically acceptable.

- A. **Basis of Award.** The Government will award an Agreement to those quoters offering a reasonable price and resources that are technically acceptable. (See Section B, Method of Award – Cascade Set-Aside Procedure). Reasonable price, technically acceptable is the basis for the best value determination.
1. **Technical Acceptability.** Technical acceptability will be determined on a pass/fail basis. An offer will “pass” if the offered resource meets the minimum requirements stated in the specifications and has acceptable past performance.

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

A neutral rating will be given to Quoters with no past performance data.
 2. **Reasonable Price.** The quoted price will be evaluated for reasonableness in accordance with the Federal Acquisition Regulations. Price is not the determining factor for award, but rather, a factor for consideration
- B. **Notice of Award.** The notice of award will be electronically mailed to the vendor’s email address as provided in VIPR.

E.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS

Offerors who have not completed the annual representations and certifications electronically in the System of Award Management (SAM) or who have changes to their reps and certs need to complete or update their information in SAM in order to be eligible for award.

D.23 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant agreement.

TITLE
Exhibit A – Definitions & Abbreviations
Exhibit B – Payment Office Information
Exhibit C – Harassment-Free Workplace Policy
Exhibit D - DOL Wage Determination
Exhibit E – Standard Contractor Performance Report
Exhibit F – Safety Standards
Exhibit G – Emergency Equipment Shift Ticket OF-297
Exhibit H – Geographic Area Terms and Conditions
Exhibit I – Contractor Associations and Public Education Providers
Exhibit J – Advantages
Exhibit K – Not Applicable
Exhibit L – Geographic Area Map
Exhibit M – Forms and Checklists
1) ENGINE Inspection Form
2) Chainsaw and Chainsaw Kit Inspection Checklist
3) SUPPORT WATER TENDER Inspection Form
4) TACTICAL WATER TENDER Inspection Form
5) Manifest Form
Exhibit N – Qualifications - Wildland Fire Personnel Qualification Requirements
Exhibit O – Qualifications - Training & Qualifications Requirements for Non-NWCG Entities

EXHIBIT A – DEFINITIONS AND ABBREVIATIONS

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein; the definitions provided in this exhibit are included in every solicitation (i.e., boilerplate), therefore some of the definitions may not be applicable to the solicitation you are responding to:

AGENCY – See “Government”

AGENCY COOPERATOR – Local Government entities available through agreement to assist the Federal and State Government agencies.

AGREEMENT – References the Blanket Purchase Agreement documented on the SF-1449/OF-294, and its attachments.

CAMPSITE – Any area designated by the Government where there are facilities in support of an incident.

CCR – Contractor Central Registration

CJRL – Cotton Jacket Rubber Lined

CVSA – Commercial Vehicle Safety Alliance

CO – Contracting Officer

COR – Contracting Officer’s Representative – GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the Contracting Officer (CO).

CREW PERSON – Basic wildland firefighter used to control and extinguish wildland fires and works as a member of an engine crew under the supervision of a higher qualified individual.

DESIGNATED DISPATCH POINT (DDP) – Physical address where the resource is located as identified in VIPR.

DOZER BLADE CONFIGURATIONS (for Heavy Equipment with Water beginning 10/1/2013):

- STRAIGHT/ U BLADE – no hydraulic tilt
- ANGLE BLADE no Hydraulic Tilt–This blade will angle either manually or with hydraulics but does not raise or lower the outside corners of the blade hydraulically.
- STRAIGHT/U Blade with Hydraulic Tilt – This blade type does not angle but does raise or lower the outside corners of the blade hydraulically.
- ANGLE with HYDRAULIC TILT – Blade will angle and tilt with hydraulics

- 6-Way HYDRAULIC - The 6 way blade or PAT (Power-Angle-Tilt) will hydraulically raise blade up or down, Angle the blade to the right or left and also raise or lower the outside corners of the blade.

DOZER BLADE CONFIGURATIONS (for Heavy Equipment through 9/30/2013):

- ANGLE BLADE – A hydraulic-operated blade, adjustable in height and angle, for pushing, sidecasting, and spreading loose material. Also known as angling dozer.
 - The 4 way blade will raise the blade up and down and angle the blade to the left or to the right.
 - The 6 way blade or PAT (Power-Angle-Tilt) will raise blade up or down, Angle the blade to the right or left and also raise or lower the outside corners of the blade.
- FULL U BLADE – A blade that is designed to move large amounts of materials and will have a highly curved and tall face to the blade. This blade will normally have large side wings to carry material.
- SEMI-U COMBINATION BLADE – A blade that is shorter, has less curvature and smaller side wings.
- STRAIGHT BLADE – A blade that has no lateral curve or sidewalls.

EXCAVATOR ATTRIBUTES:

- EXCAVATOR CLAMSHELL BUCKET – A two-sided bucket used on an excavator to dig in a vertical direction; the bucket is dropped while its jaw-like halves are open and digs as they close. Also known as a clamshell grab.
- EXCAVATOR UP DOWN BLADE or DOZER BLADE – A blade mounted on the mainframe of the excavator raised and lowered with hydraulic cylinders. This blade will allow the machine to push material in a grading manner and stabilize the machine while it is working on surfaces that are not level.

EXCAVATOR, STEEP GROUND (STEEP GROUND EXCAVATOR in Section B) – Purpose built or modified construction excavator that is capable of working on slopes greater than 45 percent. These excavators may be Feller Buncher carriages with a bucket and hydraulic thumb or clamshell bucket replacing the saw, or tracked carriages that have had modifications to allow the machine to work on steep grades. Modifications may include replacing triple bar track pads (street pads) with more aggressive track pads to increase steep ground traction and additional guarding over the cab areas. Dozer blades such as 6-way, (power, angle, tilt) or up-down blades that let the operator level the machine so as to be able to safely work on slopes are attributes recognized as being classified as a steep ground excavator. Operators are highly experienced in steep ground soil work and have knowledge, skills and abilities to construct firelines or rehabilitate firelines to near natural conditions.

ENGB – Single Resource Engine Boss

FS – Forest Service

FLYWHEEL HORSEPOWER RATING – Horsepower rating taken at the flywheel with all the engine accessories installed not counting transmission losses or anything after the flywheel.

FMCSA – Federal Motor Carrier Safety Administration

FOAM APPLICATION SYSTEM

- Manually Regulated Proportioning System – A proportioning system that requires manual adjustment to maintain the proportioning ratio when there is a change of flow or pressure through the foam proportioner. Typical manually regulated foam systems include: Suction side proportioner, in-line eductor, around-the-pump proportioner and direct injection manually regulated proportioners. Examples of manually regulated foam systems include but are not limited to:
 1. Blizzard Wizard
 2. Scotty foam inductor
 3. Foam Flo
- Automatic Regulating Proportioning System – A proportioning system that automatically adjusts the flow of foam concentrate into the water stream to maintain the desired proportioning ratio. These automatic adjustments are made based on changes in water flow or conductivity. Typical automatic regulating proportioning systems include: Balanced pressure venturi proportioning systems, water motor meter proportioner systems, direct injection automatic regulating proportioners. Examples of automatic regulating proportioning systems include but are not limited to:
 1. Foam Pro-1601/2001
 2. Robwen 500
 3. Darley Fast-foam system
 4. Aquis 1.5/2.5 foam system

GACC – Geographic Area Coordination Center

GAWR – Gross Axle Weight Rating

GOVERNMENT – United States Department of Agriculture – Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS), Federal Emergency Management Agency (FEMA), and the following Cooperators:

- Northern Rockies Coordination Center / Northern Region (R1): Montana Department of Natural Resources and Conservation (MT DNRC), Idaho Department of Lands (IDL), North Dakota Forest Service (ND FS), and Montana Disaster & Emergency Services (DES)
- Rocky Mountain Area Coordination Center / Rocky Mountain Region (R2): States of Colorado, Kansas, Nebraska, South Dakota, and Wyoming
- Southwest Coordination Center / Southwest Region (R3): States of Arizona and New Mexico and West Texas
- Eastern Great Basin Coordination Center / Western Great Basin Coordination Center / Intermountain Region (R4): States of Idaho, Nevada, Utah, and Wyoming
- Northern California Geographic Area Coordination Center / Southern California Geographic Area Coordination Center / Pacific Southwest Region (R5): State of California and Pacific Islands

- Northwest Coordination Center / Pacific Northwest Region (R6): Oregon Department of Forestry (ODF) and Washington Department of Natural Resources (WDNR)
- Southern Area Coordination Center / Southern Region (R8): States of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, and Virginia
- Eastern Area Coordination Center / Eastern Region (R9): States of Connecticut, Delaware, Illinois, Indiana, Iowa, Massachusetts, Maryland, Maine, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Wisconsin, and West Virginia
- Alaska Interagency Coordination Center / Alaska Region (R10): State of Alaska

GOVERNMENT REPRESENTATIVE – Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position.

GVAW – Gross Vehicle Axle Weight

GVWR – Gross Vehicle Weight Rating

HOST DISPATCH CENTER – Interagency dispatch center responsible for dispatching resources under this agreement.

HOST DISPATCH ZONE – Geographic area defined by the Host Dispatch Center's area of authority.

ICPI – Incident Contract Project Inspector

ICS – Incident Command System

IIBMH – Interagency Incident Business Management Handbook

IPT – Iron Pipe Thread

INCIDENT – An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INITIAL ATTACK – A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety.

LOW GROUND PRESSURE EQUIPMENT– Equipment with wide pads, designed by the manufacturer to operate in wet, soft or sandy terrain.

NH – National Hose Thread

NPSH – National Pipe Standard Hose

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

OPERATING SUPPLIES – Operating supplies include fuel, oil, filters, lube/oil changes. Even though the agreement may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Contractor.

OPERATIONAL PERIOD – The period of time scheduled for execution of a given set of tactical actions, which may be specified in the Incident Action Plan. An operational period is equal to one shift and can be of various lengths.

ORDINARY WEAR AND TEAR – Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

POINT OF HIRE – The point of hire is the resource location (City and State) the vendor designates in their offer.

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

PROPERTY –

- **Accountable Property.** Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number.
- **Durable Property.** Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show “US GOVT”, or an agency specific marking.
- **Consumable Goods.** Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked.

RESOURCE – Equipment, personnel, supplies, or a service used to support incidents.

RON – Remain Over Night

ROSS – Resource Ordering and Status System

SEVERITY –The class of assignments that are related to pre-suppression activities. Examples of appropriate severity activities may include but not limited to standby at the host unit, limited patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10 minute mobilization response time. Increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

SJRL – Synthetic Jacket Rubber Lined Hose

SOFTTRACK – A machine constructed to carry water, mounted on a carrier, equipped with a track that is able to conform to varying ground conditions by torsion bar mounted road wheels. These road wheels allow the track to travel up and down to keep the track surface in constant contact with the ground over rough surfaces. These machines can travel at a speed of over 12 miles per hour on flat surfaces.

SUPPRESSION – All the work of extinguishing or confining a fire beginning with its discovery.

SUSPENSION –

- **Air Bag** – A suspension designed with two (2) air bags per wheel or four (4) air bags per axle. Air bag suspensions were developed for over the road conditions. While this suspension is acceptable, the process where the air bags inflate and deflate to try and maintain an even ride is not as desirable due to the non-static load associated with a tank of water.
- **Vocational Duty** – All other axle configurations including the walking beam, spring, and trailing arm with two (2) air bags per axle shall be identified as vocational style suspension. Must be equipped with a tandem axle interlock (power divider).

UNDER HIRE – Refer to D.21.8

WHEEL CHOCKS –

- Type 5 and 6 Engines shall be equipped with a wheel chock constructed with a height of 8” or more and a width of 6” or more.
- Type 3 and 4 Engines and ALL Tenders shall be equipped with a wheel chock constructed with a height of 8” or more and width of 7” or more.
- Wheel chock must have a solid bottom or ribbing on the bottom to prevent from sinking in soft soil.
- Wheel chock must have the face beveled at a 30-50 degree angle.
- Wheel chock base must be 1.4 times the height or greater.
- Or the manufacturer specifies the chocks meet SAE J-348, NFPA 1901, or NFPA 1906 for the size of the vehicle.

WORK/REST – Refer to D.6.7

EXHIBIT B – PAYMENT OFFICE INFORMATION

FOREST SERVICE

Albuquerque Service Center – B&F
Incident Finance
101 B Sun Avenue NE
Albuquerque, NM 87109

1-877-372-7248

BUREAU OF LAND MANAGEMENT

National Business Center
PO Box 25047, Bldg 50
Denver Federal Center
Denver, CO 80225-0047
Mail Stop BC-620

303-236-7117

NATIONAL PARK SERVICE

National Park Service
Accounting Operations Center (AOC)
PO Box 100000
Herndon, VA 20171

703-487-9310

BUREAU OF INDIAN AFFAIRS

Bureau of Indian Affairs
Office of the Deputy Assistant Secretary
Attn: Fiscal Services Division, Payments
2051 Mercator Dr.
Reston, VA 20191

703-390-6336

FISH & WILDLIFE SERVICE

Payments are processed by the FWS office with jurisdictional responsibility.

EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY

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

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

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

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

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

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

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

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

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

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

In addition, you may seek help from the Human Resource Specialist on the incident.

WD 95-0221 (Rev.-29) was first posted on www.wdol.gov on 07/03/2012

Emergency Incident/Fire Safety Services

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON, D.C. 20210
Diane C. Koplewski		Wage Determination No: 1995-0221
Director		Revision No: 29
Division of Wage Determinations		Date Of Revision: 06/22/2012

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

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota,

Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey,

New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida,

Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma,

South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New

Mexico, Oregon, Utah, Washington, Wyoming

 Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		18.50
Continental U.S.		18.50
Hawaii and American Samoa		18.26
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		26.10
Hawaii and American Samoa		17.34
Midwestern Region		20.60
Northeast Region		19.34
Southern Region		18.02
Western Region		20.84
05220 - Motor Vehicle Mechanic Helper		
Alaska		18.88
Hawaii and American Samoa		13.35
Midwestern Region		13.36
Northeast Region		15.06
Southern Region		11.62
Western Region		14.12
07000 - Food Preparation And Service Occupations		
07010 - Baker		
Alaska		15.68
Hawaii and American Samoa		15.66
Midwestern Region		13.14
Northeast Region		14.92

Southern Region	10.74
Western Region	16.37
07041 - Cook I	
Alaska	13.51
Hawaii and American Samoa	13.18
Midwestern Region	9.66
Northeast Region	12.06
Southern Region	9.20
Western Region	11.01
07042 - Cook II	
Alaska	15.57
Hawaii and American Samoa	14.72
Midwestern Region	10.88
Northeast Region	13.59
Southern Region	10.37
Western Region	12.41
07070 - Dishwasher	
Alaska	11.57
Hawaii and American Samoa	12.68
Midwestern Region	7.82
Northeast Region	8.38
Southern Region	8.13
Western Region	8.43
07130 - Food Service Worker	
Alaska	11.80
Hawaii and American Samoa	11.74
Midwestern Region	9.22
Northeast Region	11.06
Southern Region	8.73
Western Region	9.60
07210 - Meat Cutter	
Alaska	19.24
Hawaii and American Samoa	18.68
Midwestern Region	16.21
Northeast Region	18.88
Southern Region	13.53
Western Region	17.71
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	22.57
Continental U.S.	16.44
Hawaii and American Samoa	18.49
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	21.68
Hawaii and American Samoa	16.89
Midwestern Region	15.58
Northeast Region	15.22
Southern Region	12.89
Western Region	16.66
21150 - Stock Clerk	
Alaska	14.00
Hawaii and American Samoa	11.04
Midwestern Region	12.37
Northeast Region	12.21
Southern Region	11.85
Western Region	12.53
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	27.49

Continental U.S.	28.27
Hawaii and American Samoa	28.41
23040 - Aircraft Mechanic Helper	
Alaska	21.55
Continental U.S.	21.26
Hawaii and American Samoa	20.51
23060 - Aircraft Servicer	
Alaska	24.08
Continental U.S.	24.26
Hawaii and American Samoa	23.81
23160 - Electrician, Maintenance	
Alaska	31.03
Hawaii and American Samoa	26.74
Midwestern Region	23.30
Northeast Region	24.97
Southern Region	19.91
Western Region	23.79
23440 - Heavy Equipment Operator	
Alaska	25.38
Hawaii and American Samoa	18.06
Midwestern Region	20.60
Northeast Region	19.34
Southern Region	18.02
Western Region	20.84
23470 - Laborer	
Alaska	15.40
Hawaii and American Samoa	14.95
Midwestern Region	12.53
Northeast Region	12.64
Southern Region	10.20
Western Region	11.84
23530 - Machinery Maintenance Mechanic	
Alaska	28.95
Hawaii and American Samoa	28.57
Midwestern Region	17.86
Northeast Region	18.68
Southern Region	14.15
Western Region	17.72
23580 - Maintenance Trades Helper	
Alaska	21.17
Hawaii and American Samoa	16.33
Midwestern Region	16.81
Northeast Region	15.70
Southern Region	14.14
Western Region	14.58
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	11.73
Hawaii and American Samoa	9.56
Midwestern Region	7.64
Northeast Region	8.06
Southern Region	7.64
Western Region	8.06
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	22.70
Hawaii and American Samoa	21.59
Mid Western Region	20.18
Northeast Region	18.67
Southern Region	20.52
Western Region	19.19

31000 - Transportation/Mobile Equipment Operation Occupations

31030 - Bus Driver

Alaska	21.30
Hawaii and American Samoa	13.83
Midwestern Region: 1 1/2 to 4 tons	17.55
Midwestern Region: over 4 tons	18.35
Midwestern Region: under 1 1/2 tons	13.13
Northeast Region: 1 1/2 to 4 tons	17.99
Northeast Region: over 4 tons	18.77
Northeast Region: under 1 1/2 tons	13.95
Southern Region: 1 1/2 to 4 tons	16.03
Southern Region: over 4 tons	16.62
Southern Region: under 1 1/2 tons	8.93
Western Region: 1 1/2 to 4 tons	16.53
Western Region: over 4 tons	16.99
Western Region: under 1 1/2 tons	10.40

31361 - Truckdriver, Light

Alaska	19.93
Hawaii and American Samoa	10.90
Midwestern Region	13.13
Northeast Region	13.95
Southern Region	8.93
Western Region	10.40

31362 - Truckdriver, Medium

Alaska	21.58
Hawaii and American Samoa	13.82
Midwestern Region	17.55
Northeast Region	17.99
Southern Region	15.98
Western Region	16.53

31363 - Truckdriver, Heavy

Alaska	22.81
Hawaii and American Samoa	15.08
Midwestern Region	18.35
Northeast Region	18.77
Southern Region	16.62
Western Region	17.61

31364 - Truckdriver, Tractor-Trailer

Alaska	24.02
Hawaii and American Samoa	15.28
Midwestern Region	21.82
Northeast Region	18.90
Southern Region	17.47
Western Region	17.97

47000 - Water Transportation Occupations

47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook

Alaska	15.51
Hawaii and American Samoa	14.72
Midwestern Region	10.88
Northeast Region	13.59
Southern Region	10.36
Western Region	12.41

92000 - Non Standard Occupations

(not set) - Quality Assurance Representative I

Alaska	19.27
Hawaii and American Samoa	19.80
Midwestern Region	17.35
Northeast Region	18.32
Southern Region	19.00
Western Region	17.48

(not set) - Quality Assurance Representative II	
Alaska	25.21
Hawaii and American Samoa	23.53
Midwestern Region	21.40
Northeast Region	22.74
Southern Region	20.10
Western Region	21.19
(not set) - Quality Assurance Representative III	
Alaska	26.82
Hawaii and American Samoa	25.61
Midwestern Region	25.19
Northeast Region	26.77
Southern Region	23.77
Western Region	25.41
(not set) - Chief Cook	
Alaska	20.60
Hawaii and American Samoa	24.69
Midwestern Region	18.16
Northeast Region	21.98
Southern Region	16.64
Western Region	20.23
(not set) - Environmental Protection Specialist	
Alaska	32.49
Hawaii and American Samoa	30.05
Midwestern Region	27.33
Northeast Region	32.78
Southern Region	27.83
Western Region	28.78
(not set) - Fire Safety Professional	
Alaska	32.47
Hawaii and American Samoa	30.05
Midwestern Region	27.33
Northeast Region	32.78
Southern Region	27.83
Western Region	28.78
(not set) - Aircraft Quality Control Inspector	
Alaska	28.75
Continental U.S.	29.56
Hawaii and American Samoa	29.72
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	11.38
Hawaii and American Samoa	10.52
Midwestern Region	9.73
Northeast Region	11.11
Southern Region	7.64
Western Region	9.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay

in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

HEALTH & WELFARE (Hawaii): \$1.50 per hour, or \$60.00 per week, or \$260.00 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.71 per hour.

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract,

by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

Chief Cook

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

Environmental Protection Specialist

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programmes; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

Fire Safety Professional

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

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized

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

Quality Assurance Representative II

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

Quality Assurance Representative III

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

EXHIBIT E – Incident Blanket Purchase Agreement (I-BPA) Performance Evaluation

Highlighted blocks are required to be completed.

Agreement Number:	Rating Period: From _____ to _____.
Contracting Office <i>(Including Address):</i>	Fire Name: _____ Resource Order Number: _____
Contractor Name:	Requirement Description <i>(Equipment Type):</i>

Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category *(See attached Rating Guidelines)*.

Quality of Product or Service *(How did the Contractor perform, document any noncompliance or performance issues)*

___	N/A	___	0=Unsatisfactory	___	1=Marginal	___	2=Satisfactory	___	3=Very Good	___	4=Exceptional
Government Comments for Quality of Product or Service (2000 characters maximum):											

Timeliness of Performance (Schedule) *(Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)*

___	N/A	___	0=Unsatisfactory	___	1=Marginal	___	2=Satisfactory	___	3=Very Good	___	4=Exceptional
Government Comments for Timeliness of Performance (2000 characters maximum):											

Business Relations *(Did the Contractor perform in a business-like manner; complete administrative requirements timely)*

___	N/A	___	0=Unsatisfactory	___	1=Marginal	___	2=Satisfactory	___	3=Very Good	___	4=Exceptional
Government Comments for Business Relations (2000 characters maximum):											

Would you recommend ordering this contractor again? _____ **Yes** _____ **No (Check one)**

Government Comments on Customer Satisfaction (2000 characters maximum): *If no above, explain below*

Contractor Comments:

Contractor (signature) This rating has been discussed with me

Date

Rated By (signature)

Date

Admin Info
Please Print

Project Officer/COTR *(Individual completing the evaluation)*

Name: _____

Phone: _____

E-mail Address: _____

Contractor Representative

Name: _____

Phone: _____

E-mail Address: _____

****EVALUATOR to RETURN A COMPLETED EVALUATION FORM TO FINANCE SECTION****

Rating Guidelines

Quality of Product or Service; Timeliness of Performance; and Business Relations

0 = Unsatisfactory 1 = Marginal 2 = Satisfactory 3 = Very Good 4 = Exceptional

Unsatisfactory	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.</p> <p>NOTE: To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p>
Marginal	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.</p> <p>NOTE: To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p>
Satisfactory	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>NOTE: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be assessed rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</p>
Very Good	<p>Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>NOTE: To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p>
Exceptional	<p>Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.</p> <p>NOTE: To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p>

Source: Rating guidelines are from the CPAR Quality Checklist (<http://www.cpars.csd.disa.mil/cparsfiles/pdfs/qualcheck08.pdf>)

EXHIBIT F – SAFETY STANDARDS

NOTICE: The following minimum contract standard shall be upheld at all times. The Contracting Officer or appointed representatives (COR) shall consider individuals who cannot meet these minimum requirements UNSAFE and may remove the individual or, if necessary the entire resource from the job site in accordance with the terms of the agreement specification:

A. Heat Stress

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2nd ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress. Cost is 10 cents each.

B. Smoke and Carbon Monoxide

For information on this subject call USDA Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for Health hazards of Smoke, Recommendations of the Consensus Conference, April 1997 (Item Number 97512836). Copies are available free of charge in limited numbers.

C. “Six Minutes for Safety” Training

It is recommended that daily Six Minutes for Safety training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season. The NWCG website gives information on Six Minutes for Safety, go to www.nwcg.gov

D. Seat Belts

Seat belts shall comply with applicable Federal Motor Vehicle Safety Standards/OSHA requirements and be used when the vehicle/equipment is in motion. It is the operator’s responsibility to ensure compliance.

E. Personal Protective Equipment (PPE) – see Section D.2 of the specifications for a complete list of PPE required by the contractor.

F. Fireline Leadership Communications Skills.

All personnel in leadership positions such as Equipment Operators, Engine Bosses and radio operators, shall be able to communicate fluently at a conversational level in English. Specifically:

- All radio communication on tactical, command and air-to-ground frequencies will be in the English language.
- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read write and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the individuals they directly supervise.

G. Incident Identification/ Qualification Card.

Personnel shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc

H. Physical Demands

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

Added for Engine and Tactical Water Tender personnel:

All engine and tactical tender personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes.

Copies of the publication titled "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at www.nwccg.gov, in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

The Government reserves the right to monitor the administration of any classroom instruction, and Pack Tests administered for compliance with "Work Capacity Fitness Test Instructor's Guide."

I. Work/Rest/Driving/ and Length of Assignment Guidelines

Information on current agency policy on work/rest guidelines, length of assignment, days off and other fire business management information can be found at: www.nwccg.gov

EXHIBIT G – EXAMPLE OF EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET				
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.				E-16
1. AGREEMENT NUMBER 54-04R4-2-4567			2. CONTRACTOR (name) Jones Equipment	
3. INCIDENT OR PROJECT NAME LOST CREEK		4. INCIDENT NUMBER WIF-2-061		5. OPERATOR (name) PAUL JONES
6. EQUIPMENT MAKE Caterpillar		7. EQUIPMENT MODEL Dozer, D6C		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT
9. SERIAL NUMBER 47A89876		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)
12. DATE MO/DAY/YR	13. EQUIPMENT USE			14. REMARKS (released, down time and cause, problems, etc.) Paul Jones - Operator
	START	STOP	HOURS/DAYS/MILES(circle one) WORK SPECIAL	
09/15/07	0600	1800	12	
				15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
				16. INVOICE POSTED BY (Recorder's initials)
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Paul L. Jones, - Owner			18. GOVERNMENT OFFICER'S SIGNATURE SAMUAL JONES - DIV SUP.	19. DATE SIGNED 09/15/07

EXHIBIT H - GEOGRAPHIC AREA TERMS AND CONDITIONS

The resource shall arrive at the incident or designated inspection point washed and free of plant, animal, and soil debris. Equipment will be inspected and all debris removed and disposed of properly. Equipment includes, but is not limited to, hoses, buckets, and pumps.

EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

Wildland Firefighting Training Resources

To assure sufficient wildland fire training opportunities are available for private sector Contractors who participate in the Crew and engine/tender contracts, and that this training meets or exceeds National Wildfire Coordinating Group (NWCG) standards, the Pacific Northwest Wildfire Coordinating Group (PNWCG) has entered into Memorandums of Understanding (MOU's) with representatives of two groups of training providers. The groups are Firefighting Contractor Associations and Public Education Providers. Below are the list of associations and institutions that have valid MOU's with PNWCG:

FIREFIGHTING CONTRACTOR ASSOCIATIONS

Incident Management Services & Training, Inc
PO Box 1328
Edmonds, WA 98020
G. Elton Thomas
Phone: (425) 417-7977
Fax: (425) 776-0467
Email: elton@wavecable.com

National Firefighter Training & Carding Assoc.
PO Box 974
Philomath, OR 97370
John Berger (President)
Phone: (541) 929-7802
FAX: (541) 929-7803
Email: John_Berger@nftca.com
Web page: www.nftca.com

National Wildfire Suppression Assoc.
PO Box 330
Lyons, OR 97358
Deborah Miley (Executive Director)
Phone: (503) 769-2291
FAX: (866) 854-8186
Email: info@nwsa.us
Web page: www.nwsa.us

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

Oregon Firefighting Contractors Assoc.
PO Box 418
Merrill, OR 97630

Steve Clark (President)
Phone: (541) 510-1219
FAX: (541) 798-5107
Email: steve@oregonwoods.com
Web page: www.ofca.biz

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

Washington Contract Firefighters Assoc.
348 Twisp Carlton Rd
Carlton, WA 98814
Kevin Curfman (President)
Phone: (360) 880-3473
FAX:
Email: kcurfman@compprime.com
Web page: www.wcfafirefighters.org

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

PUBLIC TRAINING PROVIDERS
OREGON INSTITUTIONS

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

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

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

Klamath Community College
7390 S. 6th St.
Klamath Falls OR 97603
Sandy Boatright
Phone: (541) 880-2235

Web: <http://www.kcc.cc.or.us>

Linn-Benton Community College
6500 Pacific Blvd SW
Albany, OR 97321
Gary Price
Phone: (541) 917-4923
Email: priceg@linnbenton.edu

Portland Community College
705 N Killingsworth
Portland, OR 97217
Shawn S Parrish
Phone: (503) 978-5588
Email: shawn.perrish@pcc.edu

Rogue Community College
3345 Redwood Hwy
Grants Pass OR 97527
Charles Phenix
Phone: (541) 245-7568
Web: <http://www.roguecc.edu>

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

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

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

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

PUBLIC TRAINING PROVIDERS
WASHINGTON INSTITUTIONS

Bates Technical College
South Campus
2201 S. 78th St.
Tacoma, WA 98409

Pat Piper
Phone: (253) 680-7463
Web: <http://www.bates.ctc.edu>

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

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

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

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

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

Northwest Indian College
Colville Tribal Campus
PO Box 150
Nespelem, WA 99155
Ray W Tupling
Phone: (509) 634-2631
Email: ray.tupling@colvilletribes.com

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

Skagit Valley College
Mt. Vernon Campu
2405 E. College Way
Mt. Vernon, WA 98273
Patrick McVicker
Phone: (360) 416-7783

Web: <http://www.skagit.edu>

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

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

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

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

EXHIBIT J –ADVANTAGES

Engine Advantages

Criteria	Attributes	Value	Importance Factor	Advantage Points
Gallons Hauled Type 6	150-225	97	2	194
	226-300	106		212
	301-399	115		230
Gallons Hauled Type 5	400-500	97	2	194
	501-625	106		212
	626-749	115		230
Gallons Hauled Type 4	750-850	97	2	194
	851-999	106		212
	1000-1500	115		230
Gallons Hauled Type 3	500-599	97	2	194
	600-749	106		212
	750-1500	115		230
Pump Performance Type 3,4,5,6	Acceptable	23.5	2	47
	Good	26.5		53
	Excellent	28		56
Age	10+ years	25	1	25
	8-9 years	26		26
	6-7 years	27		27
	4-5 years	28		28
	2-3 years	29		29
	Current Year to 1 year	30		30
Foam Proportioner System	Manually Regulated Proportioner	11	1	11
	Automatic Regulating Proportioner	12		12

Pressure and flow testing of Pumps

Testing will be conducted as close to the pump as possible using a calibrated, liquid-filled pressure gauge.

The following flows will result:

.520 diameter sharp edged orifice.

<u>Pressure</u>	<u>Flow</u>
100 psi	50 gpm
125 psi	56 gpm
150 psi	61 gpm

.716 diameter sharp edged orifice.

<u>Pressure</u>	<u>Flow</u>
250 psi	150 gpm
313 psi	167 gpm
375 psi	183 gpm

The resultant figures will be applied to the pump ratings as follows:

Type 3 engines

Pressure with .716 diameter sharp edged orifice installed

- 250 to 312 psi is a rating of "Acceptable"
- 313 to 374 psi is a rating of "Good"
- 375 psi or more is a rating of "Excellent"

Type 4, 5, 6 engines

Pressure measured with a .520 diameter sharp edged orifice installed

- 100 psi to 124 psi is a rating of "Acceptable"
- 125 psi to 149 psi is a rating of "Good"
- 150 psi or more is a rating of "Excellent"

Support Water Tender Advantages

<u>Criteria</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Gallons Hauled Type 3	1000-1499	94.5	2	189
	1500-1999	102.5		205
	2000-2499	111.5		223
Gallons Hauled Type 2	2500-2999	94.5	2	189
	3000-3499	102.5		205
	3500-3999	111.5		223
Gallons Hauled Type 1	4000-4499	94.5	2	189
	4500-4999	102.5		205
	5000 +	111.5		223
Suspension Type 1, 2, or 3 ¹	Tandem axle with Air Bag suspension	23.5	2	47
	Tandem axle with vocational duty suspension	28		56
Suspension Type 3 ²	Single Rear Axle	23.5	2	47
	Single Rear Axle with Locking Differential	28		56
Age	16+ years	29	1	29
	12 years to 15 years	30		30
	8 years to 11 years	31		31
	4 years to 7 years	32		32
	Current year to 3 years	33		33
Spray Bar Configuration	Gravity F or R	13	1	13
	Gravity F & R	14		14
	Pressure F or R	15		15
	Pressure F & R	16		16

¹ A single rear axle configuration will not be accepted for the Type 1 or 2 Support Water Tenders, due to the weight limitations of the equipment. Vendors are responsible to configure equipment so as not to exceed the manufacturer’s Gross Vehicle Weight Rating (GVWR) or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped.

² The tandem axle or single rear axle configuration may be acceptable on the Type 3 Support Water Tender depending on the configuration of the equipment. Vendors are responsible to configure equipment so as not to exceed the manufacturer’s Gross Vehicle Weight Rating (GVWR) or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped.

Tactical Water Tender Advantages

<u>Criteria</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Gallons Hauled Type 2	1000-1499	61.5	2	123
	1500-1999	69		138
Gallons Hauled Type 1	2000-2499	61.5	2	123
	2500 +	69		138
Monitor	None	57	1	57
	Manual	62		62
	Remote	66		66
Suspension Type 1 and 2 ³	Tandem axle with Air Bag suspension	28.5	2	57
	Tandem axle with vocational duty suspension	33		66
	Single Rear Axle	28.5		57
	Single Rear Axle with Locking Differential	33		66
Age	16+ years	22	1	22
	12 years to 15 years	23		23
	8 years to 11 years	24		24
	4 years to 7 years	25		25
	Current year to 3 years	26		26
Spray Bar Configuration	Gravity F or R	17	1	17
	Gravity F & R	18		18
	Pressure F or R	19		19
	Pressure F & R	20		20
Foam Proportioner System	Manually Regulated Proportioner	11	1	11
	Automatic Regulating Proportioner	12		12

³ A single rear axle configuration may be acceptable for some equipment. A single rear axle configuration will not be accepted for Type 1 Tactical Water Tenders that carry 2500 gallons of water or more. In addition, depending on the weight limitations for some equipment, a single rear axle configuration may not be acceptable for carrying capacity less than 2500 gallons. Vendors are responsible to configure equipment so as not to exceed the manufacturer’s Gross Vehicle Weight Rating (GVWR) or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped.

EXHIBIT L

N/A

MANIFEST

Manifest EFFECTIVE DATES: _____ **TO** _____

ORDERING OFFICE AND NAME OF DISPATCHER (DISPATCH LOCATION)		FIRE NAME AND UNIT (DESTINATION)				RESOURCE ORDER NUMBER	
NAME OF CONTRACTOR		UNIQUE VECHILE NUMBER				AGREEMENT NUMBER	
TIME OF DEPARTURE (DISPATCH LOCATION):		TIME OF ARRIVAL TO (FINAL DESTINATION):				DO YOU HAVE THE PESONNEL TO ROTATE CREWS? Y or N	
INTERMEDIATE STOPS (PLACE)	ARR TIME	DEP TIME	PLACE	ARR TIME	DEP TIME	PLACE	
EMPLOYEE NAME		M	F	POSITION	LAST NIGHT NOT SPENT ON FIRE ASSIGNMENT (DATE)	UNIQUE EMPLOYEE NUMBER (NO SSN)	
1.							
2.							
3.							
4.							
5.							
6.							
SIGNATURE OF AUTHORIZED REPRESENTATIVE					DATE		

THE CONTRACTOR SHALL MAINTAIN A CURRENT MANIFEST AT ALL TIMES IN FINANCE

ROTATION OF PERSONNEL WILL ONLY BE ALLOWED UPON APPROVAL OF THE OPERATIONS CHIEF

EXAMPLE -

Manifest EFFECTIVE DATES: 8/11/2007 TO UNK

ORDERING OFFICE AND NAME OF DISPATCHER (DISPATCH LOCATION)		FIRE NAME AND UNIT (DESTINATION)				RESOURCE ORDER NUMBER	
		CLARK FIRE WILLAMETTE NF				E-78	
NAME OF CONTRACTOR		UNIQUE VECHILE NUMBER				AGREEMENT NUMBER	
TIME OF DEPARTURE (DISPATCH LOCATION): 1200 HRS		TIME OF ARRIVAL TO (FINAL DESTINATION):1600				DO YOU HAVE THE PESONNEL TO ROTATE CREWS? Y	
INTERMEDIATE STOPS (PLACE)	ARR TIME	DEP TIME	PLACE	ARR TIME	DEP TIME	PLACE	
EUGENE, OREGON	1300	1330					
EMPLOYEE NAME		M	F	POSITION	LAST NIGHT NOT SPENT ON FIRE ASSIGNMENT (DATE)	UNIQUE EMPLOYEE NUMBER (NO SSN)	
1. PETE WILSON		X		ENGB	8/11/2007	3625783	
2. SAM SMITH		X		FFT2	8/11/2007	9374849	
3. HELEN JONES			X	FFT1	8/11/2007	8467489	
4.							
SIGNATURE OF AUTHORIZED REPRESENTATIVE					DATE		
<i>BILL JONES - OWNER</i>					8/11/2007		

EXHIBIT M – FORMS AND CHECKLISTS

This inspection form is to be used in conjunction with Optional Form 296

ENGINE INSPECTION FORM PASS FAIL

Company Name:		Date of Inspection:		Page 1 of 3
Vehicle Id.#: (VIN#)		Odometer Reading:		
NWCG Type Engine (3-6):		Tank Capacity (gallons)		
License #:		State:		
Make:		Model:		Year:
All Wheel Drive		Yes	No	
Markings Posted on Vehicle (annotate actual postings)		Yes	No	
Company Name:				
Equipment ID #:				
DOT # (if required):				
Vehicle Licensing			Satisfactory?	
			Yes	No
Vehicle meets licensing requirements, current registration				
Current DOT or CVSA inspection				
Vehicle Weight				
Manufacturers Gross Vehicle Weight:				
Manufacturers Front Axle Rating:				
Manufacturers Rear Axle Rating:				
Certified Front Axle, loaded weight:				
Certified Rear Axle, loaded weight:				
Weight Slip from a Certified Scale, loaded vehicle:				
Minimum Engine Inventory			Yes	No
1 – Live Hose Reel w/ minimum of 100' of 1" hose non-collapsible 3/4" inside Diameter				
1 1/2" Hose (see table for min. quantity)				
1" Hose (see table for min. quantity)				
3/4" Hose (see table for min. quantity)				
2 – Nozzles, comb fog/straight stream, 1 1/2" NH Female				
2 – Nozzle, comb fog/straight stream, 1" NPSH Female				
2 – Nozzle, Adjustable 3/4" Garden Hose				
20' Suction hose with strainer or screened foot valve				
3 – Shovels, size "0"				
3 – Pulaskis				
1 – Forestry, Fire Hose Clamp				
4 – Spanner wrenches, combination, 2 ea 1" & 1 1/2"				
1 – Double Male 1 1/2" NH				
1 – Double Female 1 1/2" NH				
1 – Double Male 1" NPSH				
1 – Double Female 1" NPSH				
2 – Gated Wyes, 1 1/2" NH				
2 – Gated Wyes 1" NPSH				
1 – Gated Wye 3/4" Garden Hose				
4 – Reducers, 1 1/2" NH Female to 1" NPSH Male				
1 – Reducer 1" NPSH to 3/4" Garden Hose				
2 – Adapters 1 1/2" NH Female to 1 1/2" NPSH Male				
2 – Adapters 1 1/2" NPSH Female to 1 1/2" NH Male				
1 – Mop-Up Wand 3/4" Receptor w/ 3/4" Nozzle Tip				
5 – Inline Ball Valves 3/4"				

Engine Inspection Form (continued)				Page 2 of 3	
Company Name:		Date of Inspection:		Equipment ID #	
Minimum Engine Inventory – continued				Yes	No
2 – Backpack pumps					
1 Gallon Container for drinking water					
1 – First Aid Kit (5 person)					
3 – Headlamps w/Batteries and Hardhat Attachment					
10 – Fusee’s (fire starter)					
3 – Mill Bastard Files					
3 – Line Gear (Day Pack)					
Specific Requirements				Yes	No
1 ea. – Saw with fuel (3.0 cubic in. min w/18” bar, chaps, hearing protection gas/oil, and accessories (OSHA Approved Fuel Containers)					
2 ea. – Programmable Radio’s at least one must be hand held with 2 additional batteries & Programming Cable (Narrow Band Compliant)					
Additional Vehicle Safety Items (Minimum Requirements)				Yes	No
Reflective Triangles, bi-directional, set of 3					
Fire Extinguisher, 1 rated at 2A 10BC or better					
2 – each Wheel chocks (see Definitions)					
Seat Belts for all Passengers					
Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)					
Personal Protective Equipment				Yes	No
Fire Shelter	Nomex shirt/pants	Hardhat	Gloves	Boots	
Pump Accessories (If Pump Powered by Auxiliary Engine)				Yes	No
Wrench, Adjustable 10”					
Wrench, Spark Plug (Unless adjustable wrench is suitable)					
1 Pliers (Slip Joint)					
2 Qts. Crankcase Oil					
1 Screwdriver (Standard Blade)					
1 Screwdriver (Phillips)					
1 Spare Starter Rope (If Required)					
1 Grease Gun with Grease					
Spark Plugs (Sufficient to replace all plugs on auxiliary pump)					
Compressed Air Foam System (CAFS)				Yes	No
Actual Compressor Rating (cubic feet per minute)					
Foam Proportioner System (check one)		Manually Regulated Proportioner _____		Automatic Regulating Proportioner _____	
Amount of foam carried on engine in gallons: (min. 5 gal.)					
Water Tank Firmly Attached to Frame or structurally sound flat bed				Yes	No
1 ea 1 ½” discharge valve full flow, rapid shut off					
Tank meets baffling requirements specified in D.2.1.2					
Pump Type (check one)		Auxiliary _____		PTO _____	
Actual Pump PSI _____ CHECK ONE: Acceptable _____ Good _____ Excellent _____					
				Yes	No
Draft from 10 feet vertical through suction hose with foot valve					
Pump and roll capability					
Fuel to operate pump (min. 12 hours) in DOT approved container					
Vehicle Tires					
Tire load ratings in accordance with vehicle GVWR					
All season mud and snow tread with minimum tread: 4/32” front, 2/32” rear					
Vehicles with 4-wheel drive must have mud and snow tread on all wheels					
Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32” tread					

CHAINSAW AND CHAINSAW KIT INSPECTION CHECKLIST
(Wildland Engines Only)

(Minimum Engine Power required is 3.0 cubic inches)

MANUFACTURER _____

Model Number: _____ Serial Number: _____

CHAINSAW:	YES	NO
No Visible parts broken		
All visible nuts and bolts tight		
Oil in chain oil reservoir		
Proper Exhaust system and spark arrester		
Started and checked the engine, idles evenly, runs smoothly, satisfactory power; on/off kill switch works		
Guide Bar is at the minimum of 18 inches and not bent or damaged		
Pull rope functions properly		
Chain brake works properly		
CHAINSAW KIT:		
1 CHAINSAW KIT BAG OR BOX TO STORE COMPLEMENT		
1 Combination Bar/ Sparkplug wrench		
1 SPARE SPARK PLUG to fit saw		
1 PINT OF SPARE ENGINE OIL FOR ENGINE FUEL MIXTURE		
1 PAIR OF WRAP AROUND LEG SAFETY CHAPS – OSHA APPROVED		
1 EXTRA CHAIN TO FIT SAW-BAR COMBO		
1 CHAIN FILE		
1 FELLING AXE		
1 FELLING WEDGE		
1 - OSHA APPROVED FUEL CONTAINER TO HOLD CHAINSAW FUEL AND GUIDE BAR OIL PROPERLY SECURED ON VEHICLE		
2 SETS EAR PLUGS		

Contractor is required to have both the chainsaw and the OSHA approved containers full of proper fuel mixture and oil at the time of the pre-award inspection.

This inspection form is to be used in conjunction with Optional Form 296

SUPPORT WATER TENDER INSPECTION FORM

PASS

FAIL

Company Name:		Date:		Page 1 of 2
Vehicle Identification		Odometer Reading		
NWCG Type Support Water Tender (1-3):		Allowable Tank Capacity (gallons)		
VIN #:				
License #:		State:		
Make:		Model:		Year:
All Wheel Drive		Yes	No	
Markings Posted on Vehicle (annotate actual posting)		Yes	No	
Company Name:				
Equipment ID #:				
DOT # (if required):				
Vehicle Licensing		Yes	No	
Vehicle meets licensing requirements				
Current DOT or CVSA inspection				
Vehicle Weight				
Manufacturers Gross Vehicle Weight:				
Manufacturers Front Axle Rating:				
Manufacturers Rear Axle Rating:				
Certified Front Axle, loaded weight:				
Certified Rear Axle, loaded weight:				
Weight Slip from a Certified Scale, loaded vehicle:				
Minimum Tender Inventory		Satisfactory?		
		Yes	No	
1 – Handheld Programmable Radio				
1 – Nozzles, comb fog/straight stream, 1 1/2" NH Female				
1 – Reducer, 1 1/2" NH female to 1" NPSH Male				
1 – Shovels, size 0 or 1				
1 – Pulaskis				
1 – Spanner Wrench, combination 1 1/2" to 2 1/2"				
1 – Adjustable Hydrant Wrench				
2 – Adapters 1 1/2" NPSH Female to 1 1/2" NH Male				
2 – Adapters 1 1/2" NH Female to 1 1/2" NPSH Male				
2 – Reducers 2 1/2" NH Female to 1 1/2" NH Male				
1 – Double Male 1 1/2" NH				
1 – Double Female 1 1/2" NH				
1 – Gated Wye 1 1/2" NH				
1 – Fire Hose Clamp 2 1/2"				
100' – 1 1/2" cotton/synthetic hose NH thread				
50' – 2 1/2" cotton/synthetic hose NH thread				
GPM of Pump (complete appropriate block w/actual GPM)				
PTO		Auxiliary		
Fuel to operate pump for 12 hours (If Auxiliary Pump)		Yes	No	
20' Suction hose with strainer or screened foot valve		Yes	No	
Discharge Outlets				
1 – 2 1/2" NH		Yes	No	
2 – 1 1/2" NH		Yes	No	
Suspension (check one)	Tandem Axle with Air Bag Suspension _____	Tandem Axle with Vocational Duty Suspension _____	Single Rear Axle _____	Single Rear Axle with Locking Differential _____
Spray Bar Configuration (Circle one)				
Gravity Front or Rear		Gravity Front & Rear		Pressure Front or Rear
				Pressure Front & Rear

SUPPORT WATER TENDER INSPECTION FORM			Page 2 of 2	
Company Name:		Date:		Equipment ID#
Additional Vehicle Items (Minimum Requirements)			Satisfactory?	
			Yes	No
Reflective Triangles, bi-directional, set of 3				
Fire Extinguisher, 1 rated at 2A 10BC or better				
1 – First Aid Kit (5 person)				
2 – each Wheel chocks (see Definitions)				
1 – each Portable Hand Lights				
Seat Belt for all passengers				
Minimum 4” Dump Valve at bottom of tank (min. 34” from ground)				
Tank meets baffling requirements specified in D.2.1.2				
Vehicle				
			Yes	No
Tires minimum tread: 4/32” front (steering axle), 2/32” rear tires				
Tire load ratings in accordance with vehicle GVWR				
Vehicles with 4-wheel drive must have mud and snow tread on all wheels				
Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32” tread			Not required	
Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)				
Personal Protective Equipment (check all inventoried)				
Fire Shelter	Nomex shirt/pants	Hardhat	Gloves	Boots
Name of Contractor (type or print)		Signature of Contractor		Date
Name of Inspector (type or print)		Signature of Inspector		Date
Inspectors' Agency			Inspector's Phone #	
Remarks: (Document all failed items)				

TYPE	MINIMUM STANDARDS SUPPORT WATER TENDERS		
	1	2	3
REQUIREMENTS			
Tank Capacity (gallons)			
Minimum	4000	2500	1000
Maximum	NONE	3999	2499
Pump Minimum Flow (gpm)	300	200	200
@ rated pressure (psi)	50	50	50
Spray Bar or Equivalent	Yes	Yes	Yes
Maximum Refill Time (minutes)	30	20	15
Drafting Capabilities			
MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes	Yes
Personnel (minimum)	1	1	1

**This inspection form is to be used in conjunction with OPTIONAL FORM 296
TACTICAL WATER TENDER INSPECTION FORM PASS FAIL**

Company Name:		Date:		Page 1 of 2
Vehicle Identification		Odometer Reading		
NWCG Type Tactical Water Tender (1-2):		Allowable Tank Capacity (gallons)		
VIN #:				
License #:		State:		
Make:	Model:	Year:		
All Wheel Drive		Yes	No	
Markings Posted on Vehicle (annotate actual posting)		Yes	No	
Company Name:				
Equipment ID #:				
DOT # (if required):				
Vehicle Licensing		Yes	No	
Vehicle meets licensing requirements				
Current DOT or CVSA inspection				
Vehicle Weight				
Manufacturers Gross Vehicle Weight:				
Manufacturers Front Axle Rating:				
Manufacturers Rear Axle Rating:				
Certified Front Axle, loaded weight:				
Certified Rear Axle, loaded weight:				
Weight Slip from a Certified Scale, loaded vehicle:				
Minimum Tender Inventory		Satisfactory?		
		Yes	No	
1 – live Hose Reel min. 100’ of 1” hose non-collapsible w/3/4” inside diameter				
1 – Handheld Programmable Radio				
1 – Nozzles, comb fog/straight stream, 1 ½” NH Female				
2 – Shovels, size 0 or 1				
2 – Pulaskis				
1 – Spanner Wrench, combination 1 ½” to 2 ½”				
1 – Adjustable Hydrant Wrench				
2 – Adapters 1 ½” NPSH Female to 1 ½” NH Male				
2 – Adapters 1 ½” NH Female to 1 ½” NPSH Male				
2 – Reducers 2 ½” NH Female to 1 ½” NH Male				
1 – Reducer, 1 ½” NH female to 1” NPSH Male				
1 – Double Male 1 ½” NH				
1 – Double Female 1 ½” NH				
1 – Gated Wye 1 ½” NH				
1 – Fire Hose Clamp 2 ½”				
200’ – 1 ½” cotton/synthetic hose NH thread				
50’ – 2 ½” cotton/synthetic hose NH thread				
10 – Fusee’s (fire starter)				
2 – Line Gear (Day Pack)				
GPM of Pump (complete appropriate block with actual GPM)				
PTO		Auxiliary		
Fuel to operate pump for 12 hours (If Auxiliary Pump)		Yes	No	
20’ Suction hose with strainer or screened foot valve		Yes	No	
Pressurized Discharge Outlets				
1 – 2 ½” NH		Yes	No	
2 – 1 ½” NH		Yes	No	
Foam Proportioner System (check one)		Manually Regulated Proportioner _____		Automatic Regulating Proportioner _____
Amount of Foam on Tender (min. 5 gal)				

TACTICAL WATER TENDER INSPECTION FORM (continued)					Page 2 of 2
Company Name:		Date:		Equipment ID #	
Monitor (circle one)		Manual	Remote	None	
Suspension (check one)	Tandem Axle with Air Bag Suspension _____	Tandem Axle with Vocational Duty Suspension _____	Single Rear Axle _____	Single Rear Axle with Locking Differential _____	
Spray Bar Configuration (Circle one)					
Gravity Front or Rear		Gravity Front & Rear		Pressure Front or Rear	
Additional Vehicle Items (Minimum Requirements)				Satisfactory?	
				Yes	No
Reflective Triangles, bi-directional, set of 3					
Fire Extinguisher, 1 rated at 2A 10BC or better					
1 – First Aid Kit (5 person)					
2 – each Wheel chocks (see Definitions)					
2 – each Portable Hand Lights					
Seat Belt for all passengers					
Minimum 4” Dump Valve at bottom of tank (min. 34” from ground)					
Tank meets baffling requirements specified in D.2.1.2					
2 ½” valve at bottom of tank with NH hose threads					
Vehicle					
All wheel drive (circle one) 4-wheel drive must have mud and snow tread on all wheels				Yes	No
All season mud and snow tread with minimum tread: 4/32” front, 2/32” rear					
Tire load ratings in accordance with vehicle GVWR					
Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32” tread					
Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)					
Personal Protective Equipment				Yes	No
Fire Shelter	Nomex shirt/pants	Hardhat	Gloves	Boots	
Name of Contractor (type or print)			Signature of Contractor		Date
Name of Inspector (type or print)			Signature of Inspector		Date
Inspectors' Agency				Inspector's Phone #	
Remarks: (Document all failed items)					

MINIMUM STANDARDS TACTICAL WATER TENDERS		
TYPE	1	2
REQUIREMENTS		
Tank Capacity (gallons)		
Minimum	2000	1000
Maximum	NONE	1999
Pump Minimum Flow (gpm)	250	250
@ rated pressure (psi)	150	150
Hose (feet)		
Live Hose Reel ¾” ID	100	100
Spray Bar or Equivalent	Yes	Yes
Pump and Roll	Yes	Yes
Foam Proportioner System	Yes	Yes
Drafting Capabilities - MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes
Personnel (minimum)	2	2

EXHIBIT N – QUALIFICATIONS

WILDLAND FIRE PERSONNEL QUALIFICATION REQUIREMENTS

I. Purpose:

The purpose of this exhibit is to define the qualifications a Contractor's employee must have before the employee can be certified in each Incident Command System (ICS) position required under these Agreements. Table 1, below, shows the sequence in approximate time to complete the training and experience requirements to become certified in each position covered by this agreement.

II. Scope:

The qualifications defined are for the ICS positions of Single Resource Boss-Crew (ENGB); Advanced Firefighter/Squad Boss (FFT1); Firefighter (FFT2); and Support Water Tender Operator.

III. Position Qualifications Standards:

A. SINGLE RESOURCE BOSS-ENGINE (ENGB)

1. REQUIRED TRAINING

Intermediate Fire Behavior (S-290)
Crew Boss (S-230) NOTE: Required of all ENGBs certified after Dec. 31, 2002.
Annual Fireline Safety Refresher (RT-130)

2. ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Basic ICS (I-200)
Interagency Business Management (S-260)
Engine Boss (S-231)
Firing Methods and Procedures (S-234)
Basic Air Operations (S-270)
Followership to Leadership (L-280)

3. EXPERIENCE

Satisfactory performance for a total of fifteen (15) operational periods on three (3) separate wildland fire incidents as a Advanced Firefighter/Squad Boss (FFT1). After the FFT1 has completed this experience requirement they may be considered for becoming a Trainee ENGB.

AND

Satisfactory performance for a total of fifteen (15) operational periods on three (3) separate wildland fire incidents as a Single Resource Boss - Engine (ENGB) Trainee on a wildland fire incident.

4. PHYSICAL FITNESS Arduous

5. ONCE CERTIFIED AS ENGB, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION

Any Single Resource Boss (Dozer, Crew, Felling, Tractor/Plow, Helicopter, Firing)
Any higher position for which this position is a prerequisite

- A person must have at least one qualifying assignment every five (5) years to maintain a current certification in a position.

B. ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)

1. REQUIRED TRAINING

Advanced Firefighter Training (S-131)
 Look Up, Look Down, Look Around (S-133) NOTE; Required after 1/06 for FFT1
 Annual Fireline Safety Refresher (RT-130)

2. ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Portable Pump and Water Use (S-211)
 Power Saws (S-212)

3. EXPERIENCE

Satisfactory performance as a Firefighter (FFT2). After the FFT2 has completed this experience requirement they may be considered for becoming a Trainee FFT1.

AND

Satisfactory performance for a total of fifteen (15) operational periods on three (3) separate wildland fire incidents as an Advanced Firefighter/Squad Boss (FFT1) Trainee on a wildland fire incident.

4. PHYSICAL FITNESS Arduous

5. ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION

Any higher position for which this position is a prerequisite.

- A person must have at least one qualifying assignment every five (5) years to maintain a current certification in a position.

C. FIREFIGHTER (FFT2)

1. REQUIRED TRAINING

Firefighter Training (S-130)
 Introduction to Fire Behavior (S-190)
 Introduction to ICS (I-100)
 Human Factors on the Fireline (L-180) NOTE: Required after 1/06 for FFT2
 Annual Fireline Safety Refresher (RT-130) NOTE: Not Required with first year FFT2

2. The FFT2 position does not require completion of the FFT2 Position Task Book.

3. EXPERIENCE None

4. PHYSICAL FITNESS Arduous

5. ONCE CERTIFIED AS FFT2, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION

None (Only FFT2)

- A person must have at least one qualifying assignment every five (5) years to maintain a current certification in a position.

D. SUPPORT WATER TENDER OPERATOR

1. REQUIRED TRAINING

Annual Fireline Safety Refresher (RT-130)

2. EXPERIENCE None

E. SEQUENCE FOR ENGINE PERSONNEL:

TABLE 1. SEQUENCE FOR POSITION CERTIFICATION

<p>Firefighter FFT2</p>	<ol style="list-style-type: none"> 1. Complete S-130/S-190/I-100/L-180 training. 2. Pass work capacity fitness test (pack test). 3. Become certified as an FFT2. 4. Work a wildfire incident. This meets requirement for satisfactory performance as a FFT2. 5. Eligible to be considered for FFT1 Trainee once #1 through #4 above are met.
<p>Advanced Firefighter/ Squad Boss</p>	<ol style="list-style-type: none"> 1. Complete S-131/S-133. 2. Issue FFT1 task book. 3. Complete Annual Fireline Safety Refresher (RT-130) training prior to next season. 4. Pass work capacity fitness test (pack test) prior to next season. 5. As an FFT1 Trainee, work on wildfire incidents and complete the FFT1 task book. This meets requirement for satisfactory position performance as an FFT1. 6. Become certified as an FFT1. 7. Work on wildfire incidents. This meets requirement for satisfactory performance as a FFT1/Squad Boss. 8. Eligible to be considered for ENGB Trainee once #1 through #7 above are met.
<p>Single Resource Boss Engine (ENGB)</p>	<ol style="list-style-type: none"> 1. Complete S-230 / S-290. 2. Issue ENGB task book. 3. Complete Annual Fireline Safety Refresher (RT-130) training prior to next fire season. 4. Pass work capacity fitness test (pack test) prior to next fire season. 5. As an ENGB Trainee, work on wildfire incidents and complete the ENGB task book. This meets requirement for satisfactory position performance as an ENGB. 6. Become certified as an ENGB.

NOTE:

1. A firefighter may work on only one task book at a time.
2. All required prerequisite experience must be completed before the firefighter can begin working on the task book for the next higher position.
3. Per NWCG 310-1 Position task books (PTB's) can be initiated prior to attendance and successful completion of Required Training. However, Trainees cannot become fully qualified for the position until Required Training has been successfully completed. A Trainee must be qualified in the prerequisite position(s) before a PTB can be initiated.

WATER HANDLING CONTRACTOR RECORDS FORMAT & VERIFICATION FORM

A. EMPLOYEE FILE SYSTEM CREATION AND MAINTENANCE

The **ENGINE and/or WATER TENDER CONTRACTOR** (Vendor) shall maintain a file system which will contain the employee's training, certification (PTB and evaluation), current position qualification and next higher training position, wildfire/prescribed fire experience records, and fire assignment documents (i.e., assignment evaluations, etc.).

It is further recommended that a position-progressive format be maintained for each employee. In other words, an employee can not move from FFT-2 qualified to ENGB. Records must show, from the most recent to the first over time, that the individual has been trained and has performed each qualifying requirement in sequence to reach certification of the individual's current qualification status.

The file must be maintained in such a manner that easy verification and/or inspection can be accomplished when required. This file configuration meets inspection requirements for the Engine/Tender Agreements.

Following is a manual file system that can be implemented at each **CONTRACTOR** office. For the purpose of the Interagency Engine and Tender Agreement, the only elements that will be recorded are employee payroll name, **ENGINE and/or WATER TENDER CONTRACTOR** Company name and fire qualifications. The **ENGINE and/or WATER TENDER CONTRACTOR** will maintain a file system which will contain the employee's training, certification (PTB and evaluation), current position qualification and next higher training position, and wildfire/prescribed fire experience records, and fire assignment documents (i.e., assignment evaluations, etc.).

B. RECORD SYSTEM CONTENT

Section 1 – Employee Information:

- Employee payroll name
- Last 4 digits of employee's Social Security Number

Section 2 - Employee Qualification and Certification Verification Summary:

- This should be a form that summarizes the employee's complete history for wildfire training, task book completion and incident experience. (see sample Employee Training and Qualification Summary Form below)

Section 3 – Position Task Books: This section contains specific documentation of all applicable position task books.

- Highest ICS level PTB on top followed by progressively lower level PTBs.
- Completed PTBs and PTBs in progress should all be kept in this section of the file.
- All PTBs must include all pages.
- The PTB on file may be the original or a copy.

Section 4 – Training Record: This section contains specific documentation of all wildfire training.

- Record of formal classroom training and support documentation (i.e., certificates, etc.)
- FFT2 files, as a minimum, must have a copy of the S-130 and S-190 basic firefighter training course certificate, signed by a recognized instructor. L-180 is required for FFT2s beginning in 1/06.
- FFT1 files, as a minimum, must have everything a FFT2 file has plus a training certificate, signed by a recognized instructor. S-131/S-133 are required for FFT1s beginning in 1/06.
- ENGB files, as a minimum, must have everything a FFT1 file has plus training certificates, signed by a recognized instructor, from both S-230 and S-290.
- All returning firefighters (FFT2, FFT1, and ENGB) must have a copy of the course roster or certificate that contains their name, signed by a recognized instructor, from the current year's Annual Fireline Safety Refresher Training (RT-130) session they have attended.

Section 5 – Incident Experience: This section contains specific documentation of all wildfire and prescribed fire assignments including Training and Position Evaluation Assignments.

- Documents in this section should be sorted by position with the highest level on top and lowest level on the bottom.
- The first (top) document in this section should be the employee's Incident Assignment History. (See sample form below.)

- Readable copies of any Incident Crew Evaluations (ICS – 224) completed by **ENGINE and/or WATER TENDER CONTRACTOR'S** and **GOVERNMENT** evaluators.
- Readable copies of incident shift tickets from crews should be kept showing that the employee as a FFT2, FFT1 and/or ENGB. For incident assignments lasting longer than five (5) operational periods, only the first five day's and the last day's shift tickets need to be kept in the file.

Section 6 – Physical Work Capacity Fitness Test: This section contains specific documentation of all fitness tests taken and passed.

- All files must have a pack test roster or similar document that contains their name, signed by the test administrator, from the current year and any previous year pack tests they have taken and passed.
- The document must show the test's location, date taken, level of the test and the time it took the individual to complete the test.

Refer to the next two pages for copies of the Incident Assignment History Record and Employee Training and Qualification Summary Form.

INCIDENT ASSIGNMENT HISTORY RECORD

Name of Individual			
Qualified position for which this record corresponds (check only 1 for Engine Crew)	ENGB _____	FFT-2 _____	FFT-1 _____

Incident Name	Incident Kind*	Agency	State	Number of Days	Mo. & Year

*Incident Kind – WF = Wildfire, RX = Prescribed Fire, AH = All Hazard

INDIVIDUAL EMPLOYEE TRAINING VERIFICATION FORM Interagency Water Handling Agreement

Employee Name: Government Issued Photo Identification Verified (e.g. Drivers License, Passport, etc.) _____ If CDL with Tank Endorsement Required verify; Y_____ N_____ Medical Certificate if Required, verify; Y_____ N_____ PACK TEST Arduous or Light (circle as appropriate) Time _____ Date _____	Qualified ICS Position:
Contractor/Company:	Hiring Date:

WILDLAND FIRE COURSES & POSITION TASK BOOKS COMPLETED (Certification of Training Must Be In Employee's Training File)

ICS Position	Required Course/PTB	Month & Year Of Training Or PTB Completed	Instructor, Institution or PTB Certifier	Location &/or Phone # of Instructor, Institution or Certifier
Firefighter II	S-130			
	S-190			
	I-100			
	L-180 (1/06+)			

Firefighter I	S-131			
	S-133 (1/06+)			
	PTB			

ENGB	S-230			
	S-290			
	PTB			

All Positions (Tactical Water Tender, FFT2, FFT1 & ENGB)	IS-700a			
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All Positions (Support Water Tender, FFT2, FFT1 & ENGB) *Required Annually	RT-130 Annual Fireline Safety Refresher			
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Wildland Fire Experience (List the Previous 5 Years Wildland Fire Experience)

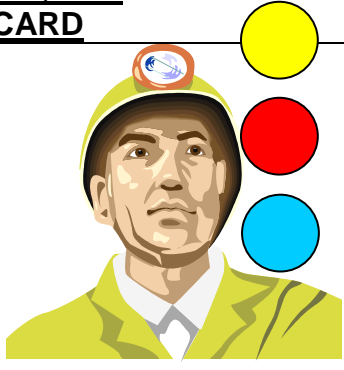
YEAR	POSITION	INCIDENT NAME	LOCATION (City & Agency)	Fire Size (Acres)	Number of Days Worked

Signature of Contractor (or representative)	Contractor/Representative (Print Name)	Phone Number	Date of Submission
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Incident Identification/Qualification Card

EXAMPLE INCIDENT IDENTIFICATION / QUALIFICATION CARD

This is the required minimum information. The sample card pictured below is an example only. Identification cards need not necessarily adhere to this format.

<u>JONES CONTRACTING, INC.</u> <u>IDENTIFICATION CARD</u>	
Name:	
Employee Number:	
(Pack Test level)	
Language Evaluation (SLE/SLS)	
CRWB 10-07-02 ENGB 06-10-03	

CARD IDENTIFIER COLOR CODE (shown in example as dots):

- YELLOW** For employees with LESS THAN ONE SEASON
- RED** For employees with ONE SEASON OR MORE
- BLUE** For SUPERVISORY employees (ENGB, FFT1, CRWB, STCR, STEN, ICT5)

BACK OF CARD

MOU Provider Name PO Box 1234 Anywhere, OR 97111 541-555-1234		
Additional Skills		Additional Positions
Sawyer	05-12-96	FFT1 08-20-00
Certified Class B Faller	10-12-98	FFT2 05-24-99
Driver Training	05-03-00	
EMT/FIRST AID/CPR	06-10-07	
Owner Signature	Issue date	
Verification by (signature)	(date)	(Affiliation)
	(date)	(Affiliation)
Verification by (signature)		

EXHIBIT O – QUALIFICATIONS

TRAINING AND QUALIFICATIONS REQUIREMENTS FOR NON-NWCG ENTITIES

NWCG Standard Wildland and Prescribed Fire Agreement Provisions

The following are standard contract provisions pertaining to training and qualifications for wildland and prescribed fire contractors.

Minimum Qualifications

By signing this agreement or contract, the CONTRACTOR certifies that all employees hired by CONTRACTOR and employed in firefighting or prescribed fire operations meet the minimum qualification requirements pursuant to the following categories and defined by the Wildland Fire Qualification System Guide (PMS 310-1).

<http://www.nwcg.gov/pms/pubs/PMS310-1.pdf> Position qualification requirements are included in this section.

Engine Crews

Engine Crews must be supervised by and contain at least one Single Resource Engine Boss (ENGB). The remaining engine crew personnel must be minimally qualified as Firefighter (FFT2).

The GOVERNMENT reserves the right to reject any contractor or contractor's employee(s) that is not in full compliance with the qualification requirements for the position they occupy. Failure of any contractor or contractor's employee(s) to demonstrate an ability to perform tasks listed in the Position Task Book (PTB) or standard tasks of the position they occupy shall be cause for immediate release.

Proof of Qualifications

The CONTRACTOR will ensure that all employees possess a valid and current Wildland Fire Qualification System certification record. This certification card will identify the qualifications for the position the employee is occupying.

Information on the certification card shall include: name of the person typewritten or printed, list of position(s) the person is qualified for, the date they passed the work capacity fitness test if required for the position(s), and the date of the individual's annual refresher training.

The certification card must be signed by the Certifying Official (Contractor or MOU Training Provider), which validates the contractor or contractor's employee(s) qualifications. The CONTRACTOR must maintain all documentation (training certificates, performance evaluations, proof of work capacity testing, and completed position task books) that supports qualifications.

The GOVERNMENT is not responsible for certifying or maintaining qualification records for contractors or contractor's employee(s); however, it is the Government's responsibility to validate the training and qualification records of vendor personnel periodically. The certification card will be in the possession of each employee while assigned. The

CONTRACTOR or their representative must also have a copy of this certification while assigned.

Training Requirements

- A. In addition to the training requirements defined by the 310-1, the CONTRACTOR shall ensure that all employees receive Annual Fireline Safety Refresher Training (RT-130). This training will include, at a minimum, "Standards for Survival," and "Your Fire Shelter" (2001 Pamphlet and Video) and refresher courses.
<http://www.nifc.gov/wfstar/index.htm>

CONTRACTOR will ensure that all training received by employees meets the course content and instructor standards listed in PMS 907 (Course Coordinator Guide) and PMS 901-1 (Field Managers' Course Guide). Instructors used by Contractors for fire training must be recognized through a Geographic Area Coordinating Group Memorandum of Understanding or other formal agency agreement.

Contractor may use Government incidents, for which they are assigned, to qualify and certify employees for FFT1 and ENGB positions. Only one training position or evaluation assignment will be permitted per engine on each incident. The coach/evaluator must, as a minimum, be certified in the position(s) they are coaching or evaluating.

Position Performance Assignments

Position Task Books

The CONTRACTOR may allow employees to perform position performance assignments (task book assignments) in order to qualify for upper level positions, as long as the minimum engine crew position requirements are not compromised.

The Crew manifest shall clearly identify CONTRACTOR employees who are considered trainees while participating on an Incident.

Pursuant to PMS 310-1, the evaluator/coach of the trainee must be fully qualified in the position.

Record Keeping

A. Contractor Responsibilities:

The CONTRACTOR shall maintain a complete set of training and experience records for each employee. Training and experience records for employees separated from the company will be maintained for a minimum of three years from the date of separation. Training and experience records will, at a minimum, include course certificates required as a prerequisite for the position employee is occupying, task books for each employee, showing proof of final evaluation and certification by contractor or MOU Training Provider, Annual Fireline Safety Refresher Training (RT-130) documentation, and work capacity test records, and applicable performance evaluations

The CONTRACTOR will maintain employee training, performance evaluations and experience records, including records and certification cards for workers that are hired

subsequent to receiving a dispatch order, in such a manner that they can be easily obtained and available for inspection at any time during the Agreement period.

Upon written request from an employee or previous employee, within ten days the Contractor will make available copies of all documentation to the employee relative to the individual's training and experience.

B. Government Responsibilities

Contracting Officer may review the contractor's certification records for all employees prior to agreement award. The Contracting Officer may request employee training and experience records prior to award during spring inspections. The government reserves the right to review records and evaluate contractor employee's qualifications at any time during the agreement period.