



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Name of Contact: Steve Riveland Phone: 406-860-6543</p> <p>Daily Rate Truck 1: \$1194 VIN-1HTSHN2T9NH412435 Mileage Rate Per Mile: \$2.50 Legacy Doc #: BLM CO Invoice Review Required: Y Period of Performance: 07/10/2018 to 07/11/2021</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 26.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**Table of Contents**

Notice to Quoters ..... 1  
Section C: Statement of Work.....2  
Section I: Clauses ..... 29  
Section K: Provisions ..... 33  
Section J: List of Documents and Other Attachments .....50  
Section L: Instructions, Conditions, and Notices.....51  
Section M: Evaluation Factor for Award ..... 52

**Notice to Quoters:**

The intent of this Solicitation is, Multiple Award Agreements, to obtain Potable Water Service for Northern Rockies Geographic Area for Fire Suppression and all hazard incidents. Only one agreement will be awarded to each individual contractor. The agreement resulting from the Request for Quote (RFQ) may be used by multiple State and Federal Agencies. The Government reserves the right to award all, some, or none of the schedule.

Individual orders will be placed against the Agreement. Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order.

The Government is not obligated to place nor is the Contractor obligated to accept an order under this Agreement, but if an order is placed and accepted, all the terms and conditions set forth herein shall be met. There are no minimum or maximum guarantees as to the number of orders that may be placed under this Agreement. This agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before using resources under this agreement.

The proposed rate(s) are fully operated and shall include, but are not limited to, labor, equipment, operating supplies, materials, State and Federal taxes (including worker's compensation costs), insurance coverage, lodging, transportation costs, overhead, profit, and any costs/fees necessary to ensure equipment/operators meet(s) the specified standards. **Daily Rates should reflect the anticipation of operating equipment up to 16 hours per day.**

Offerors will propose a mileage rate for transportation costs to and from the incident (mobilization and demobilization). **Do not include mileage in the daily rate.**

Adequate operators shall be provided to meet the work/rest safety guidelines (**Refer to C.6.7 Statement of Work**). The Finance Unit will work in tandem with the Planning Section to ensure contract resources are meeting the 2:1 work/rest safety guidelines.

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 resources.

The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

**NOTE: Agreements starting in 2019 will require brakes on all axles.**

### **Section C: Statement of Work:**

1. **Agreement Period:** The estimated date of award is May 2018. The agreement period is for Three Years (6/1/18-6/1/21) and will result in a daily rate agreement including mileage.
2. **This agreement supersedes all Northern Rockies Geographic Area Potable Water Service EERAs in effect after the award date. This includes all equipment and pricing schedules. Contractor shall not renegotiate set rates when accepting a resource assignment under this award.**
3. Contractor shall not sign up the same equipment listed under this agreement with any other agreement to include National Park Service (NPS), United States Forestry Service (USFS), Bureau of Indian Affairs (BIA), Department of Natural Resources, and Conservation (DNRC), Fish & Wildlife Service (FWS), Idaho Department of Lands (IDL). **(I.e. shall not have equipment listed under this agreement signed up under more than one agreement.)**
4. It is estimated that the anticipated use period for resources within the Northern Rockies Geographic area may fall between June 1 and October 1 of each year. Potential use outside this period or anticipated use period could occur at anytime.
5. Awarded BPA's will be emailed to the Contractor. Contractor shall have an email account setup in order to receive correspondence in a timely manner. Contractors must accept the offer of award within 10 days. Failure to accept offer of award within specified time implies rejection of the offer. The Contractor will provide availability status to the designated dispatch office within 10 days after award of agreement. **It is the Contractors responsibility to ensure any EERA/BPA's given in addition to the incident agreement number, will also reflect this agreement number.** Failure to do so could result in a delay for payment processing.
6. The Government or the Contractor can terminate the Agreement at any time by providing a 30-day notice in writing. The Government is obligated only to the extent of the authorized orders actually placed under any Agreement.
7. A priority dispatch list for Potable Water will be established following acceptance of awards. In the event awards are equal, those Contractors names will be randomly drawn at the time of dispatch based upon proximity to the incident, past performance, and price to determine priority for that incident.

#### **C.1.1 Location/Description:**

1. The primary location for assignments shall be in the Northern Rockies Geographic Area set forth in the Agreement. Northern Rockies Geographic Dispatch Zones for northern Idaho, Montana,

and North Dakota with contact information is available at:

- a. <http://www.fs.fed.us/r1/fire/nrcg/agree-contract/signup.html>

CDC – Coeur d’ Alene, ID	BRC – Hamilton, MT	BDC – Billings, MT
GVC – Grangeville, ID	DDC – Dillon, MT	LEC – Lewistown, MT
KDC – Libby, MT	HDC – Helena, MT	MCC – Miles City, MT
KIC – Kalispell, MT	GDC – Great Falls, MT	NDC – Bismark, ND
MDC – Missoula, MT	BZC – Bozeman, MT	

### **C.1.2 Quotes:**

1. Quotes for Potable Water services shall only be accepted for the primary geographic area where the Potable Water Truck and operator will be located during the fire season. Only one agreement will be executed for all equipment signed up for an individual contractor to include all of the contractor’s physical locations.
2. Prior to execution of any agreement, the vehicle shall be inspected by the Government to determine that it meets all the terms, conditions and specifications set forth herein. In addition to meeting all applicable Federal Department of Transportation, State and Potable Water requirements, adequate public liability, property damage and Workman's Compensation insurances and OSHA compliance, the truck shall be safe (brakes, tires, headlights, turn indicators, etc.), in good mechanical condition, and meet all applicable Federal, State and local fire regulations relating to motor vehicles and equipment. Equipment that fails the inspection or fails to comply with State laws, such as gross vehicle weight laws for the capacity offered shall be rejected. Government may allow one re-inspection after the failed inspection when failure reasons are rectified. **Contractors may not attempt to find another federal or state agency to inspect failed equipment without discussing the circumstances with the Contracting Officer.**
3. In addition to the pre-award certification for Potable Water Truck inspection and pre-use inspections, each truck may be inspected at any time it is under hire. Trucks that fail to meet all the requirements herein shall be considered as withdrawn (**Refer to C.17 Incident Pre-Use Inspection**). Equipment failing any inspection may be given the opportunity to remedy any issue, dependent upon the IC of the incident. (**Refer to c.18 Non-Compliance After Acceptance at the Incident**).
4. An agreement will be entered into with each contractor meeting all the requirements set forth herein. No agreement will be signed when the price is not within a reasonable range when compared to other quotations for the same equipment. If the price range is too low, the Contractor may be contacted
5. **The Contractor shall ensure that all Potable Water Managers have Annual Fireline Safety Refresher Training with fire shelter use (RT-130) or NRCG equivalent. Contractors shall never send out individuals on a fire assignment without this training. The list of individuals, associations, and institutions, which have a valid Memorandum of Understanding (MOU) with NRCG to provide training, are available at <http://www.fs.fed.us/r1/fire/nrcg/>. Other Geographic Areas may have similar MOU's or sources for training.**

## **C.2 POTABLE WATER TANK/EQUIPMENT REQUIREMENTS:**

1. Equipment shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.
2. The preferred method of hire is a daily rate with the contractor providing the operating supplies, and one operator per shift.

### **C.2.1 Equipment Typing:**

1. Potable Water Trucks:
  - a. Type I - 4000+ gallons
  - b. Type II - 2500-3999 gallons
  - c. Type III - 1000-2499 gallons
  - d. Type IV - 400-999 gallons

### **C.2.2 Contractor Provided Equipment. Potable Water:**

1. **Potable water tanks shall be:**
  - a. Used exclusively for drinking water. Do not use containers for any non-food products. The potable water system, including filling hose and lines, pumps, tanks, and distributing pipes, shall be separate and distinct from other water systems. Do not use containers that have ever been previously used for gray water, toxic or bio-hazardous substances. **(Reference: Code of Federal Regulations, Title 21, Section 129.40).**
  - b. Only the following may be serviced for potable water cold/hot water trailer/truck mounted, catering, or showers. No other requests outside of those listed shall be serviced unless requested by the IC.
  - c. Potable Water Operators shall not use any potable water equipment outside of the scope of this Agreement, (e.g. Filling Weed Wash Units)
  - d. Clearly and conspicuously labeled with the words "POTABLE" or "FOR DRINKING WATER USE ONLY" on both sides of the tank in lettering at least 4 inches in height
  - e. The capacity of the tank (in gallons) shall be displayed on both sides of the tank, or on both cab doors in lettering at least 4 inches in height.
  - f. Name, city, and state of Contractor shall appear on both sides of the tank or on both truck cab doors in lettering at least 2 inches in height.
  - g. A seal or decal provided by the State or local authority shall be affixed to the upper left quarter of the rear of the tank, or other location if specified by the issuing agency, and shall be visible at all times indicating that the tank has been inspected, certified, and found to be in compliance with State requirements.

- h.** If decals are not provided by a State, a copy of the certificate or label shall be kept in the transport vehicle at all times.
- i.** An annual inspection and certification of the tank by the local health authority is required.
- j.** In addition, the carrier shall meet all laws and regulations for hauling on public roads. If the tank is part of the transport vehicle, then both the tank and vehicle shall meet State requirements, and the appropriate inspection and certification will be maintained for the vehicle.
- k.** All trucks must comply with local certification process.
- l.** Four Hundred (400) gallons capacity or greater and be made of non-toxic, non-corrodible/non-absorbent materials or coated with non-toxic coatings National Safety Foundation (NSF) International Standard 61 that can be adequately cleaned and sanitized.
- m.** Examples of acceptable tanks are, stainless steel, food contact plastics (polyethylene), and food contact epoxy coatings. Surfaces that are exposed to water shall be smooth, without pits, dents, or crimps that may hold contaminating matter and welds shall be of non-corrosive material.
- n.** Fiberglass tanks, regardless of coatings, will not be accepted. Fiberglass tanks do not meet the required standards of (NSF) International Standard 61.

**2. Tank Construction:**

Tanks shall be constructed to the following requirements at a minimum and meet all State requirements for certification compliance if the State has these established:

**Openings:** Hatches and other openings shall be completely covered and sealed with tight fitting coverings, permanently mounted food-grade gaskets, and security locks. Water inlets and outlets shall be equipped with threaded or clamped caps, tethered to the ports with chain or cable. Inlet and outlet caps shall be in place on all fittings except when water is being discharged or loaded. **Tank vents:** Vents will be designed to prevent water contamination. Tanks shall be vented by a downward facing, or otherwise protected vent opening of a sufficient size to allow air to replace water as it is discharged. This opening shall be protected by an appropriate screen as required in the state that certifies the equipment. If a State does not certify the equipment, the screen shall be made from non-toxic, non-absorbent material at a minimum.

**Drain:** Each potable water tank shall provide a means of drainage and, if it is equipped with a manhole, overflow, vent, or a device for measuring depth of water, provision shall be made to prevent entrance into the tank of any contaminating substance. No deck or sanitary drain or pipe carrying non-potable water or liquid shall be permitted to pass through the tank. A bottom drain shall be provided to facilitate complete discharge of water during sanitation procedures

### **3. Tank Filling Mechanisms:**

- a.** There shall be no backflow or cross connection between potable water systems and any other systems.
- b.** Pipes and fittings conveying potable water to any fixture, apparatus, or equipment shall be installed in such a way to prevent backflow.
- c.** Waste pipes from any part of the potable water system, including treatment devices, discharging to a drain, shall be suitably protected against backflow. Either of the following methods may be used:
  - i.** An approved' backflow prevention device complying with Uniform Plumbing Codes 603.3.1, 2, 3, 4, 5 and 8 such as acceptable double check valves on the direct filling connection to the tank shall be provided upon request. No filling mechanism connections shall be located between the tank and the checkvalve.
  - ii.** Overhead filling through a hatch opening at the top of the tank, the filling spout must not be allowed to intrude into the tank further than two diameters of the filling pipe above the highest water level that is possible when the tank is filled.
  - iii.** If an overhead filler pipe is mounted on the vehicle, when not being used for filling, this pipe shall be capped at each end with threaded or clamped caps that are tethered to the ends of the filler pipe.



- d. Sanitary techniques must be observed in the water transfer operation.
- e. Care must be exercised to prevent foreign materials from entering the water.
- f. Since contamination could be present on the exterior surfaces of hoses or pipes, they must never be submerged in a receiving vessel.
- g. Adequate cleaning and sanitizing procedures shall be used on hauling vehicle(s) and associated equipment at the following times:
  - i. When the equipment is placed into service, or when it has been unused and stored in a sealed condition for a period of 4 weeks or more.
  - ii. When the filled or empty tank has been exposed by open or unsealed cover caps or fittings to any condition of possible contamination of the tank or contents, including contact with dust, smoke, rain, or chemical substances
  - iii. When any fault or defect becomes apparent in the seals, vents, hatch doors, welds, valves, pipes, pumps, hoses or other equipment that may contaminate the water
  - iv. When bacterial analysis of the water indicates presence of coliform bacteria

#### **4. Pumps:**

The potable water/food-grade pump shall have the capacity to transfer the potable water a minimum of twenty (20) feet vertical. Only water transfer pumps which can be readily disassembled to demonstrate the condition of

the impeller and impeller chamber shall be used. Internal pump water contact surfaces, including seals, bearing, and lubricants must be constructed from food grade materials and must be smooth, non-porous, and corrosion resistant and use acceptable food grade

lubricants.

The Contractor shall have available at all times the manufactures product data sheet that Demonstrates the materials in the pump housing are made of food grade material or states the pump is suitable for domestic or potable water use.

Include manufactures product data sheet that demonstrates the materials in the pump housing are made of food grade material or states the pump is suitable for domestic or potable water use. . Provide color photos of the impellers on the water pump. Ensure all photos are clearly labeled describing what is in each photo for the Evaluation Team's consideration.

**Pump shall meet NSF International Standard 61.**

#### **5. Hoses:**

- a. Hoses shall have a smooth interior surface made of food-grade standard materials or materials meeting NSF International Standard 61.

Pumps, hoses, fittings, valves, and similar equipment shall be made of food-grade materials or materials meeting NSF International Standard 61 and shall be kept clean, disinfected and operated or

handled in a manner that prevents contamination and capped or closed when not in use.

- b.** Hoses shall be marked/labeled “potable water” to include company name and the use of galvanized pipes or fittings is prohibited.
- c.** The ends of all hoses shall be provided with threaded or clamped caps. Such caps shall be in place when hoses are not in use. Hoses in storage compartments must also be capped.

### **C.2.3 Operational Requirements & Bacterial Testing:**

- 1.** Hauled water is vulnerable to increased handling, diversity of source, variability in hauling equipment, and shall not be stored in the vehicle for a period greater than oneweek.
  - a.** All hauling equipment must be clean and in good condition.
  - b.** In addition, all water-contact surfaces in hauling and storage facilities shall be disinfected prior to use.
  
- 2.** All equipment surfaces intended for potable water contact, including source fill point equipment, containers, caps, tanks, hoses, valves, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to effect and maintain sanitation of suchsurfaces.
  - a.** Procedures to be used are listed in Title 21, Code of Federal Regulations, Part 129.80.
  - b.** Disinfection needs to occur before the truck is put into service, when it has been unused and stored in a sealed condition after a period of 4 weeks or more, or after any food product has been hauled.
  - c.** Follow applicable State specifications/guidelines for disinfection of tanks either where the equipment was certified or to the standards where the equipment is going to be used if crossing state boundaries.
  - d.** When no applicable State specifications/guidelines for disinfection of tanks exist, at a minimum, the tank shall be thoroughly cleaned and disinfected.
  - e.** After 24 hours contact time with the disinfecting solution, the tank shall be drained and flushed with drinking water.
  - f.** Written procedures for equipment cleaning and sanitizing shall be maintained by the Contractor and shall be kept with the hauling vehicle at alltimes.
  - g.** These procedures shall include the names, amounts, and contact times of cleaning and sanitizing agents to be used.
  - h.** The frequency of equipment cleaning and sanitizing shall be tracked in a log to be kept with the vehicle at all times.
  - i.** A copy of the Contractor's Log for cleaning and sanitizing procedures for all equipment, shall be provided to the Contracting Officer or designated Government Representative upon request.

3. At a minimum or when required by the local jurisdiction or State Law one microbiological test for total coliform shall be performed within 2 established business days of the time of arrival at the incident at a certified laboratory.
  - a. Sampling by the contractor must be performed to industry standards and to the standards required by the designated laboratory.
  - b. The sample to be tested shall be obtained at the time of arrival at the incident.
  - c. Where State-specific requirements have not been established, laboratory coliform test data must show that the water contains coliforms of less than 2.2 MPN (Most Probable Numbers)/100 ml (or "absence" if the presence/absence test is used).
  - d. In addition, a test shall be performed on the first water load following any of the required sanitation procedures, whenever switching to a different water source and/or at least once every 30 days during months when water hauling is performed, and/or whenever such analysis is requested by state or local health authorities or Government representative. **All test results shall be turned into the incident.**
  - e. If the Presence/Absence (P&A) test for the coliform analysis is used, then only negative (absence) results are acceptable.
  - f. If a sample tests positive (presence), the Contractor shall take out of service the contaminated truck, investigate the cause of the problem, take corrective actions, resample/test the water, and notify the Incident Commander or designated Government Representative at the Incident.
  - g. If the test data shows that the water contains more than 2.2 MPN/100 ml, the Contractor shall immediately take out of service the truck, investigate the cause of the problem, take corrective actions, resample/test the water, and notify the Incident Commander or designated Government Representative at the Incident.
  - h. The Contractor shall not haul water until the test shows that the water contains total coliform of less than 2.2 MPN/100 ml.
  - i. Copies of the results of such tests shall be submitted to the Contracting Officer at the address indicated on the agreement or contract within seven calendar days after the end of the incident assignment.
  - j. Test results shall clearly identify Contractors name, address, and contract or agreement number on the report.
  - k. Original laboratory test results shall be maintained by the Contractor and kept for at least 2 years pursuant to Title 21, Code of Federal Regulations, Part 129.80.
  - l. Failure to comply with this requirement may result in the immediate cancellation or suspension of the Agreement.
  - m. The Incident commander or designated Government Representative at the Incident with concurrence of the Contracting Officer will determine if/when the Contractor will be available for service.
4. Tank shall arrive at the inspection location empty. This allows the authority having jurisdiction to

designate the water source and inspect the condition of the tank prior to filling.

5. Chlorine Residual: Contractors shall maintain a free chlorine residual level of 0.2 parts per million (ppm) up to 1.0 ppm at all times (1/3 cup of bleach that meets NSF standards to 1000 gallons water may achieve 1.0 ppm chlorine residual level).
  - a. When residual levels drop below required levels the load shall be dumped and tank refilled.
6. Contractors shall have chlorine residual test kits available at all times and test for free chlorine residual levels when:
  - a. Loading drinking water for transport
  - b. After adding any disinfectant, if the addition of disinfectant is necessary
  - c. When unloading; and
  - d. Every 24 hours the water is in use (provide with daily used documentation).
7. Maintain records of activities on board the vehicle showing water source location, dates, and times of loading, unloading, chlorine residual test results, cleaning/sanitizing, and other operational items as deemed necessary.
  - a. Copies of bacterial analysis test results and all agreements, contracts, licenses, etc. shall be maintained on board the vehicle at all times.
  - b. Contractor will provide copies of these records to the Incident Commander or designated Government Representative.
8. Failure of the contractor to perform the required testing at the times specified is grounds for immediate termination of an agreement.

#### **C.2.4 Water Sources:**

1. The host incident unit will designate the water source.
2. Use only potable water from a permitted private or public (municipal or community system) drinking water supply.
3. Filling must be accomplished using acceptable source water under pressure.
4. Drafting of surface water is not allowed under any circumstances.
5. The cost, if any, will be paid by the Government directly or by reimbursement to the potable water truck contractor.
6. A copy of the billing statement from the owner of the water source to the contractor must be submitted to the Government if a contractor requests reimbursement.

#### **C.2.5 Government or Contracting Agency Testing:**

1. The Government or contracting agency may, at its option, perform random testing.
2. The contractor shall provide reasonable access to all potable water tanks and apparatuses to the Government or contracting agency.

#### **C.2.6 Accessibility:**

1. Each truck shall be accessible to individuals for filling canteens or other water containers (either mounted on the truck or a separate stand.)
2. It shall have a minimum of seven valve outlets (capable of flowing 3 gallons per minute each); evenly spaced on a minimum 1 ½-inch pipe.
3. All materials used for plumbing the canteen filling stations must be constructed of food grade materials or acceptable metal (brass, aluminum, stainless steel, or copper).
4. Must have effective backflow prevention (check valves), and dispensing spouts or hose bibs shall be capped when not in use.

#### **C.3. POTABLE WATER VEHICLE REQUIREMENTS:**

1. 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.
2. All transportation 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 these specifications.
3. **All vehicles 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 per hour.**
4. Vehicles used under this Agreement shall be licensed and legally operable on all roads.
5. An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment. Switches to activate the alarm will not be allowed.
6. Fire Extinguisher, multi-purpose 2A:10B:C that is securely mounted to the vehicle and accessible by the operator
7. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 5-year annual inspection and every 12 years regarding a hydrostatic test on all dry powder, metal fire extinguishers.
8. Seat belts shall be available for the driver and any passengers in the Potable Water Truck.

#### **C.3.1 Chock Blocks (2 Required):**

1. Vehicle will be equipped with a pair of wheel chocks constructed of a height of 8 inches or more and a width of 7 inches or more.

2. Wheel Chocks shall be constructed of non-sparking material(aluminum)
3. Wheel Chocks must have a solid bottom of ribbing to prevent sinking in softsoil.
4. Wheel Chocks must have a face beveled at a 30-50 degree bevel.
5. Wheel Chocks base must be 1.4 times the height.
6. Wheel Chocks will be accepted if the manufacture specifies that the Chock meet SAE J-348, NFPA 1901 or 1906 for the size vehicle.

**C.3.2 GVWR/GAWR:**

1. No Potable Water Truck shall exceed the manufacturer's GVWR or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped.
2. The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If the vehicle has been modified and no longer matches the GVWR plate, the Contractor shall provide an aftermarket certification recertifying for the current weight of that vehicle.
3. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear, and total GVWR at the pre-season and incident inspections.
4. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted.
5. Vehicles without GVWR and GAWR ratings will be rejected at the pre-use inspection.
6. TANK CAPACITY SHALL BE PERMANENTLY MODIFIED TO MEET MANUFACTURERS GVWR/GAWR AND OVERFLOW DEVICES SHALL NOT BE ALLOWED.

**C.3.3 Tires:**

1. Tires shall have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR).
2. All tires on the vehicles, including the spare tire, if required, shall have sound sidewalls, body, and tire tread depth of a minimum of 2/32 inch for drive axle and 4/32 inch for steering axle.

**C.3.4 Prohibited Marking:**

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

**C.3.5 Required Marking:**

1. Contractor will label all vehicles and trailers with an official company logo to be visibly located on the vehicles driver and passenger side doors.

**C.3.5 Staffing and Personnel Requirements:**

1. All Contractor personnel shall comply with Safety Standards (see attached Safety Standards). Contractors shall comply with the Fair Labor Standards Act when employing persons less than 18 years of age (Ref. 29 CFR 570)
2. Commercial Driver's License (CDL) with appropriate endorsements and medical card valid for the state in which the operator resides
3. If tank is greater than 1,000 gallons and the truck has a GVWR of 26,000 pounds or more, a tank endorsement is required.
4. Training certification for Annual Fireline Safety Refresher including fire shelter use (RT-130) or equivalent training for each operator. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

#### **C.3.6 English Speaking Requirement:**

1. Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's 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.
2. All radio communication on Government-assigned frequencies shall be in English.

#### **C.3.7. Bio-based Products:**

1. This procurement requires the use of bio-based products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced.
2. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Bio-based Products Preferred Procurement Program (FB4P).

a. Information is available at:

- i. <http://www.biopreferred.gov/>

#### **C.4 EQUIPMENT RELIABILITY:**

1. 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.

#### **C.5 AVAILABILITY:**

1. 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.

## **C.6 ORDERING PROTOCOL FOR RESOURCES:**

1. This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before resources are mobilized under this Agreement.
2. The Contractor shall restrict calls to the host dispatch center only. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors".

### **C.6.1 Dispatch Priority:**

1. Each host dispatch center will give dispatch priority to the resource offering the greatest advantage (**Refer to C.6.2**) BEFORE all other private resources not under 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 resource ranking will 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.
  - d. Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non-pay status when that resource is available.

### **C.6.2 Awarded Equipment for Dispatch Priority List:**

1. All resources on an awarded Agreement will be ranked on a dispatch priority by Host Dispatch Zone or Geographic Area ONLY based on proximity to incident, past performance, and price.

### **C.6.3 Ordering Procedures for Resources:**

1. Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within their Host Dispatch Zone or Geographic Area. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.
2. If all contractor resources on the priority list are depleted within the Host Dispatch Zone or Geographic Area, orders will be placed utilizing established dispatch procedures.

## **C.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS:**

### **C.6.4.1 Acceptance:**

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

1. Resource Order Number
2. Incident Order Number and Name of Incident
3. Date and time to report to incident
4. Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available, will be provided to the Contractor at time of hire.
5. Incident contact phone number for further information
6. Fire Code/Funding Code
  - a. Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the resource, and the Estimated Time of Delivery (ETD) and Estimated Time of Arrival (ETA) from point of dispatch.
  - b. Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

## **C.6.5 DISPATCHING PROCEDURES:**

### **C.6.5.1 Dispatch:**

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 priority dispatch list.
2. 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 assignment.
3. Contractor shall check in at the assignment at the time agreed upon when dispatched.

### **C.6.5.2 Travel Time:**

1. The Government shall estimate the travel time to and from the incident.
2. 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. **(Payment for travel will be made per C.21.7.)**

## **C.6.6 Emergency Incident Driving:**

1. The Contractor shall follow the driving regulations and work/rest guidelines listed in the **Interagency Incident Business Management Handbook (IIBMH)**. The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link:
  - a. [http://www.nwccg.gov/pms/pubs/iibmh2/pms902\\_iibmh.pdf](http://www.nwccg.gov/pms/pubs/iibmh2/pms902_iibmh.pdf)
2. The Contractor is responsible for complying with all other current Federal, State, and Local driving regulations.

#### **C.6.7 Length Of Assignment & Crew Change Out:**

1. Work/rest 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)).
2. To mitigate exceeding work/rest 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 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.
  - 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 C.21.8.2 (4)(5)**).

#### **C.6.8 Demobilization:**

1. The Incident Commander will determine the priority of demobilization.

#### **C.6.9 Release:**

2. 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.

### **C.7 PROPERTY:**

#### **C.7.1 Accountable, Durable, and Consumable Goods:**

1. Accountable and durable property will not be loaned or exchanged at the incident.
2. 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.
3. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (**Refer to C.17- Incident Pre-Use Inspection and C.18,**

**Noncompliance after Acceptance at Incident).**

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

**C.8 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN:**

1. The Contractor shall carry a minimum of one **full, printed and legible** copies of the complete Agreement at all times. The Contractor shall furnish a copy of the complete Agreement to the Finance Unit.

**C.9 LAUNDRY SERVICE:**

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

**C.10 CAMPSITE:**

1. A campsite may be provided.
2. 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 **C.21.5 Remain Overnight Allowance (RON)**).

**C.11 COMMISSARY:**

1. When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. (**Refer to C.21.8.2 Payments -Exceptions**).

**C.12 TIMEKEEPING:**

1. (Refer to C.21.9.2)

**C.13 CONTRACTOR'S REPRESENTATIVE:**

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

for this Agreement.

#### **C.14 FIRST AID, MEDICAL COVERAGE, AND EMERGENCY EVACUATIONS:**

##### **C.14.1 Medical Expenses:**

1. The contractor is financially responsible for employee medical expenses and coverage.
2. 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.
3. If contractor personnel become ill or are otherwise 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).
4. Commercial transport costs will be the responsibility of the Contractor.

##### **C.14.2 Medical Documentation:**

1. 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.

#### **C.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL:**

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

#### **C.16 PRE-AWARD INSPECTION:**

1. The Northern Rockies (NR) has established Memos of Understanding (MOUs) with inspection providers for inspection of both equipment and personnel qualifications. Vendors must contact a NR inspection MOU holder for inspection schedules and locations for equipment inspections. The list of inspection providers is available on the Northern Rockies Coordinating Group (NRCG) website at: <http://www.fs.fed.us/r1/fire/nrcg/agree-contract/index.html>. All equipment must be inspected; completed equipment inspection forms must be submitted to Contracting Officer no later than close of business on May 31, 2018. The equipment offer must match the equipment specification and the inspection form OF-296 submitted.

#### **C.17 INCIDENT PRE-USE INSPECTION:**

1. 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 utilizing forms OF-296 "Vehicle/Heavy Equipment Safety Inspection Checklist" and "Potable Water Checklist" to ensure compliance with the Agreement requirements.

2. The Contractor shall provide proof of insurance (cab card) and a current vehicle registration.
3. 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 period 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.
4. Upon rejection, resource will be removed from the dispatch list until such time that the resource is brought into compliance and re-inspected at the Government's convenience.
5. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.
6. Government reserves the right to inspect at any time and to require the Contractor to submit to lab testing of all water for possible contaminants.

#### **C.17.1 Inspection Reports:**

1. Copies of the incident inspection reports and related documentation shall be distributed as follows:
  - a. See attachment – Needs to match (**Equipment Inspection Form**)
  - b. The original shall remain with the fire documents on Host Unit.
  - c. A duplicate copy given to the Contractor regardless of compliance/non-compliance

#### **C.18 NON-COMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT:**

1. 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 list until such time that the resource is brought into compliance and re-inspected at the government's convenience. (**Refer to C.21.8.2 Exceptions**).
2. Repeated notices of non-compliance may be grounds for cancellation of the Agreement.

#### **C.19 WORKMANSHIP:**

1. All work under this Agreement shall be performed in a safe manner to a professional standard.
2. The goal of performance under this Agreement is the suppression of Wild Land 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 (**Refer to C.19.2 Harassment Free Workplace and Section J. Harassment -Free Workplace Policy**).
3. 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.

4. Accordingly, the Contracting Officer may require, in writing, the Contractors removal 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.
5. 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.
6. 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.
7. 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.

**C.19.1 Incident Behavior:**

1. It is extremely important that inappropriate behavior be recognized and dealt with promptly.
2. Inappropriate behavior is all forms of harassment including sexual and racial harassment.
3. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED.
4. Nonprescription 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.
5. 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.
6. 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:
  - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
  - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**C.19.2 Harassment Free Workplace:**

1. Contractors and all Incident Employees 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)".

2. Regulations can be found at

- a. [www.gpoaccess.gov/](http://www.gpoaccess.gov/)

### **C.19.3 Firearm-Weapon Prohibition:**

1. The possession of firearms or other dangerous weapon (18 USC 930 (f) (2) are prohibited at all times while on Government Property and during performance of services, under this agreement unless directly related/used for the service provided. The term dangerous weapon does not include pocketknives with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman.

### **C.19.4 Contractor Provided Documentation and Test Results:**

1. Contractor, upon request, or Contractor Staff, will relinquish all information to include communications whether written, oral, or electronic, and any pertinent documentation. This is to include inspection reports, invoices and other financial information, performance reports, issues while on incident, non-compliance, and health inspection results to the requesting official and the original Contracting Officer.
2. Contractor shall not in any way interfere with the course of this agreement or the information collected herein. Any information obtained will be used for servicing of this agreement and official use only.

### **C.20 PERFORMANCE EVALUATIONS:**

1. The Contractor's performance will be documented on the Standard Contractor Performance Report (**Refer to Section 3 Internal Attachments, Performance Evaluation Form**) which will be completed at the incident by the government representative supervising the work.
2. This form is the only performance evaluation form that will be accepted by the Contracting Officer. The evaluator's signature shall be legible or printed on the form.
3. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative shall complete a performance evaluation prior to demobilization, for work the resource performed under their supervision.
4. A copy of the evaluation form(s) will be given to the Contractor at the incident, one forwarded to the CO, and one copy retained in the Host unit incident file. In addition, one copy will be provided to the Northern Rockies Coordination Center, 5765 West Broadway, Missoula, MT. 59808.
5. The evaluation forms, in addition to other performance information will be utilized to facilitate the compilation of the Contractor's performance report for each Agreement year and may be used in past performance evaluations for future procurements.

- a. <http://www.fs.fed.us/r1/fire/nrcg/agree-contract/StandardContractorPerformanceReport.pdf>



## **C.21 PAYMENTS:**

1. Payments will be made in accordance with (C.21.7 Payments).

### **C.21.1 Withdrawal of Resource(S):**

(Refer to C.21.8.2(2))

### **C.21.2 Repairs:**

1. 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.

### **C.21.3 Operating Supplies:**

1. 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.
2. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

### **C.21.4 Remain Overnight Allowance (Ron):**

1. This is not applicable to travel to and from the incident Contractors are not paid per diem or lodging expenses to and from incidents.
2. When the Government cannot provide a campsite or meals, and if pre-approved by the **user unit** and properly **receipted and invoiced**, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable.
3. Food and drink would be based on maximum CONUS per diem rates minus any Government-provided meals. The maximum allowable rates, excluding taxes, are referenced in the Continental United States (CONUS) rates in the Federal Travel Regulations(FTR).
4. The standard CONUS single occupancy-lodging rate is referenced in CONUS. Double occupancy of hotel rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.
5. The maximum RON that shall be allowed is based on the number of crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice. Documentation of authorization shall be included.

### **C.21.5 Food & Drink:**

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

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

**C.21.6 Order Cancellation:**

1. 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 in accordance with **(C.21.7 Payments)**

**C.21.7 Payments:**

1. Each incident host agency is responsible for their incident payments, regardless of the contracting agency. The payment office will be designated in block 9 on the Emergency Equipment - Use Invoice, Form OF-286. **(See Section I-9 – L-12 Internal Attachments, for complete Agency Payment Office information).**
2. 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 **(C.21.8.2. Exceptions)**

**C.21.8 Rates of Payments:**

1. Rates for equipment hired with Contractor furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in **(C.21.8.2 Exceptions)**, shall be in accordance with the following:
  - a. **Time Under Hire:**
    - i. The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released.
  - b. **Work Rates:**
    - i. (Daily/Mileage/Shift Basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
  - c. **On-Shift:**
    - i. Includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time
  - d. **Special Rates:**
    - i. Shall apply when specified

**e. Daily Rate:**

- i. 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.
- ii. Under the daily rate, equipment is staffed with operator(s).

**f. Daily Rate & Mileage:**

- i. Is considered to and from the incident (mobilization and demobilization) from city and state listed on schedule of items.
- ii. Government directed mileage (i.e. travel to and from water source, spike camp, etc.)
- iii. All Government directed mileage will be reflected on a daily shift ticket.

**g. Double Shift:**

- i. There will be no Double Shifts paid under this agreement. Agency personnel at the Section

Chief level may, by resource order, authorize additional operators if needed during the assignment. Additional operators, when ordered will be paid a daily rate of \$400 per operator.

**h. Daily Rate:**

- i. 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.

**C.21.8.1 Method Of Payment:**

1. 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.
2. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

**C.21.8.2 Exceptions:**

1. 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.
2. 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.
3. After inspection and acceptance for use, resources that cannot be replaced or be repaired at the site of work by the Contractor or by the Government in accordance with (C.18 Non-compliance

**After Acceptance at the Incident**), within 24 hours, may be considered as being withdrawn by the Contractor. This is in accordance with **(Paragraph b)** above, except that the Government shall pay return travel. The Government shall calculate travel in accordance with **C.21.8.1 Rates of Payments** based on a normal release resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.

4. No payment will accrue when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Assignment" provisions. **(Refer to C.6.7 – Length of Assignments & Crew Change Out)**
5. 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.

### **C.21.9 INVOICING PROCESS:**

#### **C.21.9.1 :**

1. The resource shall have two full, printed, and legible copies of the Agreement and the Resource Order information for the assigned incident.

#### **C.21.9.2 :**

1. 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.
2. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket(OF-297) (Refer to Section 3 Internal Attachments, Subsection 3.). 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.

#### **C.21.9.3 :**

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

#### **C.21.9.4 :**

1. 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 returntravel.

#### **C.21.9.5 :**

1. The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449, copy of resource order, and transmittal sheet to the designated incident agency's payment office. The Contractor will be given a copy of all payment documents at theincident.

#### **C.21.9.6 :**

1. The Agency that requested the resource under this Agreement will be the responsible Agency for Contractor payment. Contractor will be paid according to the terms of this Agreement. This will occur at the time the incident is demobilized, Contractor is released, or sooner as determined by the Finance Unit.

#### **C.22 TIMEKEEPING:**

1. After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use of the resource. Time will be recorded for daily usage.
2. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily.
3. It is the responsibility of the Contractor to turn the completed Emergency Equipment Shift Tickets (OF-297), into the Finance Unit for time posting.
4. When the resource is released to return to the Host Dispatch Center, the Finance Unit will close out the Emergency Equipment Use Invoice (OF-286).
5. The incident will submit a payment package, including all signed originals of the Emergency Equipment Use Invoice (OF-286), Emergency Equipment Shift Tickets (OF-297), inspection form, and copy of the resource order to the designated incident agency's payment office.
6. The Contractor will be given a copy of all payment documents at the incident.

#### **D.22 RESOURCE REPLACEMENT**

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

D.22.1 Replacement of Resources with equal or better equipment may be done at the discretion of the signatory CO through a modification without change to the Agreement rates or position on the priority dispatch list. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use.

D.22.2 Repair of auxiliary/peripheral equipment with equal or better equipment may be done at anytime, and does not require a modification to the agreement. Replacement equipment shall be inspected and accepted, if required by the solicitation, and approved in advance of use. If providing replacement equipment as outlined in this section, Contractor shall submit a copy of all replacement equipment to the contracting officer.

#### **C.24 AUTHORIZED PERSONNEL TO PLACE ORDERS:**

1. 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.25 CLAIM SETTLEMENT AUTHORITY:**

1. When 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.
2. Claims should be filed and settled by the Contractor or Contractor Representative while at the incident.

#### **C.26 CHANGES TO AGREEMENTS:**

1. **Changes to Agreements may only be made by the original signing procurement official or a designated successor-contracting officer.**
2. 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.
3. The EERA must include name and location of the incident, original agreement number that equipment is signed under, name and contact information of contracting officer making the change to include justification for the change.
4. A copy of the EERA will be forwarded to the Contracting Officer located on the original agreement the equipment is signed under.

#### **C.27 LOSS, DAMAGE, OR DESTRUCTION:**

1. For equipment furnished under this agreement **without** an 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:
  - a. Ordinary wear or tear,
  - b. Mechanical failure, or
  - c. The fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.
2. For equipment furnished under this agreement **with** an 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.
3. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**C.29 FAR 52.247.21 - CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984):**

1. 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.
2. 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.
3. The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
4. 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. The Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

## **Section I: Clauses**

### **52.252-2 – Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses incorporated 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. In addition, the full text of a clause may be accessed electronically at this web address:

### **52.217-8 -- Option to Extend Services.**

#### **Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 (days).

(End of Clause)

### **52.217-9 -- Option to Extend the Term of the Contract.**

#### **Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 (days); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 (days) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 (years).

(End of Clause)

<http://farsite.hill.af.mil/vffara.htm>

**52.204-9 – Personal Identity Verification of Contractor Personnel (Jan 2011)**

**52.204-13 – System for Award Management Maintenance (Oct 2016)**

**52.204-18 - Commercial and Government Entity Code Maintenance (Jul 2016)**

**52.212-4 – Contract Terms and Conditions – Commercial Items (Jan 2017)**

**52.222-22 – Previous Contracts and Compliance Reports (Feb 1999)**

**52.232-18 – Availability of Funds (Apr 1984)**

**52.233-4 – Applicable Law for Breach of Contract Claim (Oct 2004)**

**52.242-15 – Stop Work Order (Aug 1989)**



(End of Clause)

**52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Jan 2018)**

- (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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015). (3) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
  - (4) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
[Contracting Officer check as appropriate.]
- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
  - \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
  - \_\_\_ (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 (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
  - \_\_\_ (5) [Reserved].
  - \_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
  - \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
  - \_\_\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
  - \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- \_\_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Jan 2011) of [52.219-4](#).
- \_\_\_ (13) [Reserved]
- X(14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(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](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- \_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- X (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X(26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- \_\_\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- \_\_\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- \_\_\_ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)).
- \_\_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (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) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_\_ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

\_\_ (37)(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.)

\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).

\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

\_\_ (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

\_\_ (47)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_ (48) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_ (49)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([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, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).

\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).

\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).

\_\_ (50) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

\_\_ (51) [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).

\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (57) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_ (58) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_ (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_ (60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_ (61) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017)([15 U.S.C. 637\(d\)\(12\)](#)).

\_\_ (62)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

X (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

**31361 Truck driver, Light Truck**  
**31362 Truck driver, Medium Truck**  
**31363 Truckdriver, Heavy Truck**  
**31364 Truckdriver, Tractor Traile**

- \_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - \_\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - \_\_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - \_\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - \_\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
  - \_\_\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - \_\_\_ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
  - \_\_\_ (11) [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 (Oct 2015) ([41 U.S.C.3509](#)).
      - (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
      - (iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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 \$700,000 (\$1.5 million for construction of any

public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

- (iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flowdown required in accordance with paragraph (l) of FAR clause [52.222-17](#).
  - (v) [52.222-21](#), Prohibition of Segregated Facilities (Apr2015)
  - (vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).
  - (vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C.4212](#)).
  - (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C.793](#)).
  - (ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C.4212](#))
  - (x) [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](#).
  - (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter67](#)).
  - (xii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
  - (xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - (xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standardsto Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter67](#)).
  - (xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
  - (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec2015).
  - (xvii) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Appliesat \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).  
**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
  - (xviii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (Oct2016)).
  - (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (xx)(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C.552a](#)).
  - (B) Alternate I (Jan 2017) of [52.224-3](#).
  - (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States(Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for FiscalYear 2008; [10 U.S.C. 2302 Note](#)).
  - (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014)([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause[52.226-6](#).
  - (xxiii)[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 withparagraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial itemsa minimal number of additional clauses necessary to satisfy its contractualobligations.