SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 0040305818
PAGE 1 OF 68

2. CONTRACT NO.: P17PA00050
3. AWARD/ EFFECTIVE DATE:
4. ORDER NUMBER:
5. SOLICITATION NUMBER:
6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Rhonda Canell
b. TELEPHONE NUMBER (No collect calls): 406-888-7070
8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY CODE: PIR

NPS, IMR - Northern Rockies MABO
PO Box 168
Mammoth Supply Center / 22 Stable S
Yellowstone NP WY 82190

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:
☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS: 115310
SIZE STANDARD: $7.50

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE
12. DISCOUNT TERMS: PP30
☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING:
14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE:

As Indicated On Each Call

16. ADMINISTERED BY CODE: IR1

DOI, NPS, IMR - Glacier NP Admin
PO Box 128
Admin Building Glacier NP
West Glacier MT 59936

17a. CONTRACTOR/ OFFEROR CODE: 0071386806 FACILITY CODE:

MOOSE RIVER, LLC
Attn: Brent Orr
35406 US HWY 2 S
LIBBY MT 59923-8477

TELEPHONE NO. 406-293-2898

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

As Indicated On Each Call

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PROJECT TITLE: Northern Region (R1) Weed Washer Blanket Purchase Agreement (BPA) PERIOD OF PERFORMANCE: June 1, 2017 - October 31, 2019 BPA CONTRACTING OFFICER: Rhonda Canell, 406-888-7070, Rhonda_canell@nps.gov Invoice Review Required: N Period of Performance: 06/01/2017 to 10/31/2019 Continued ...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
As Indicated On Each Call

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$0.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Rhonda Canell

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Rhonda Canell

31c. DATE SIGNED
5/30/2017

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The total amount of award: $0.00. The obligation for this award is shown in box 26.				

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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
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 *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

MOOSE RIVER, LLC

Solutions for Environmental Safe Cleaning

Moose River, LLC
35406 US Hwy 2 South
Libby, Montana 59923-8477

669 Northwood Avenue
Libby, Montana 59923

C

E

Office/Shop (406) 293-2898
Brent Orr (406) 293-1998
Brent Teske (406) 291-9311
Fax (406) 293-2899

V

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 0040305818

PAGE 1 OF 86

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: P17PS00643

6. SOLICITATION ISSUE DATE: 02/28/2017

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Rhonda Canell

b. TELEPHONE NUMBER (No collect calls): 406-888-7070

8. OFFER DUE DATE/LOCAL TIME: 04/12/2017 1200 MT

9. ISSUED BY CODE PIR

NPS, IMR - Northern Rockies MABO
PO Box 168
Mammoth Supply Center / 22 Stable S
Yellowstone NP WY 82190

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 115310

SIZE STANDARD: $7.50

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE 0010286674

NPS. Glacier NP
61 Scoyen Circle
West Glacier MT 59936

16. ADMINISTERED BY CODE IR1

DOI, NPS, IMR - Glacier NP Admin
PO Box 128
Admin Building Glacier NP
West Glacier MT 59936

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

Moose River, LLC
35406 US Hwy 2 South
Libby, Montana 59923

TELEPHONE NO. 1-406-293-2898

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this solicitation is to procure services for weed washing in accordance with the attached statement of work. Quotes are due no later than April 12, 2017 by 12pm MT. Questions are due no later than March 16, 2017 by 12 pm MT. Quotes may be emailed to Rhonda Canell at Rhonda_canell@nps.gov or mailed to the address in Paragraph B.6.1 Delivery: 10/31/2019 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.

☐ 29. AWARD OF CONTRACT: ..... OFFER DATED ..... YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: Brent H. Orr

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*: Brent H. Orr owner

30c. DATE SIGNED: 4-4-17

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Rhonda Canell

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 06/01/2017 to 10/31/2019				
00010	Weed Washer Solicitation				

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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
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 *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

CONTINUATION SF1449 BLOCK 20
PRICING SCHEDULE

WEED WASHER SCHEDULE OF ITEMS

Vendors must complete this Schedule of Items and submit as part of the package

Line Item	Description	Qty.	Issue	Unit Price	Total Cost

0001 WEED WASHER-TYPE 1 1 day $1,580 $1,580

Extended Description: WWI

Type: Weed Washer - Type 1 Tank Capacity in Gallons: 500 License: 56-6209 State: Montana

VIN: 2CWL15J984201 4834

Year: 2003 Make: Trail tech Model: CKL 235

Serial#:

Proximity to Host Unit (miles radius): Dispatch Zone KDC - Kootenai - 2 miles

Coordination Center: Kootenai Interagency Dispatch Center

001A PUMP(S)

Type: Hydracell

Individual name or number of this unit: Hydracell H25EK BTH FECA
License# of any trailer mounted units: 56 - D 609

State: Montana
VIN number of all pumps integral to the operation of the unit: 164866

CONTINUATION SF1449 BLOCK 20
PRICING SCHEDULE

WEED WASHER SCHEDULE OF ITEMS

Vendors must complete this Schedule of Items and submit as part of the package

Line Item	Description	Qty.	Issue	Unit Price	Total Cost

0001 WEEDWASHER-TYPE1 1 day $ 1,580 $ 1,580

Extended Description: WW2

Type: Weed Washer - Type 1 Tank Capacity in Gallons: 500 License: 56-20087 State: Montana

VIN: 4ZECF182X71031263

Year: 2007 Make: Load trail Model: TL

Serial#:

Proximity to Host Unit (miles radius): Dispatch Zone KDC - Kootenai - 2 miles

Coordination Center: Kootenai Interagency Dispatch Center

001A PUMP(S)

Type: Hydracell

Individual name or number of this unit: Hydracell H25 EK BTH FECA
License# of any trailer mounted units: 56 - 20087

State: Montana
VIN number of all pumps integral to the operation of the unit: 207236

CONTINUATION SF1449 BLOCK 20
PRICING SCHEDULE

WEED WASHER SCHEDULE OF ITEMS

Vendors must complete this Schedule of Items and submit as part of the package

Line Item	Description	Qty.	Issue	Unit Price	Total Cost

0001 WEED WASHER-TYPE 1 1 day $1,750 $1,750

Extended Description: W W 3

Type: Weed Washer - Type 1 Tank Capacity in Gallons: 500 License: 56-113 State: Montana

VIN: 4 ZEC F182 47103 1355

Year: 2007 Make: Load trail Model: TL

Serial#:

Proximity to Host Unit (miles radius): Dispatch Zone KDC - Kootenai - 2 miles

Coordination Center: Kootenai Interagency Center

001A PUMP(S)

Type: Hydracell

Individual name or number of this unit: Hydracell H25EK BTHFECA
License# of any trailer mounted units: 56 - 113

State: Montana
VIN number of all pumps integral to the operation of the unit: 207237

SECTION B – INTRODUCTION

B.1 BPA USE AND INTENT

B.1.1 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 primary location for assignments shall be in the Northern Rockies Geographic Area. See link for map. https://gacc.nifc.gov/nrcc/about/dispzones.htm

B.1.2 The Blanket Purchase Agreements resulting from this Request for Quote (RFQ) may be used by multiple State and Federal wildland fire agencies.

B.2 PRICING AND ESTIMATED QUANTITY

B.2.1 This solicitation will result in multiple agreements. The estimated value of each individual agreement is $450,000. The dollar limitation for any individual BPA Call 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.

B.2.2 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.

B.2.3 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.

B.3 BASIS OF AWARD

B.3.1 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.

B.3.2 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.

B.3.3 The following factors shall be used to evaluate quotes:

1. Operational acceptability of equipment/resource offered to meet the Government requirement;
2. Price reasonableness;
3. Past performance dependability risk.

B.3.3.1 A quote will be considered operationally acceptable if the offered resource meets the minimum requirements stated in the specifications.

B.3.3.2 Price reasonableness may be based upon competition, government estimates, commercial pricing, historical data, etc.; generally reasonable pricing that is low will result in higher dispatch priority.

B.3.3.3 Past performance dependability risk will be assessed by high, low or unknown (high indicating significant probability for poor future performance) based upon customer satisfaction as reflected in evaluations received for the quoter on incidents and other related experience within the past 36 months, compliance with Federal, state, and local laws and regulations, and quoters history of reasonable and cooperative behavior. Pursuant to FAR 42.1501 the contractor's record of integrity and business ethics and generally, the contractor's business-like concern for the interest of the customer will be a consideration of past performance.

B.4 BPAs will be awarded only to quoters with:

1. reasonably priced resources
2. operationally acceptable resources
3. a low or unknown performance risk

B.4.1 A notice of award will be electronically mailed to the vendors email address as provided in VIPR.

B.5 SOCIOECONOMIC STATUS APPLICABLE TO DPL RANKING

B.5.1 Multiple awards resulting from this solicitation will be made on a competitive basis to responsible small business concerns.

B.5.2 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 qualified as all three his advantage will be 10% for purposes for Dispatch Priority List placement.

B.6 SUMMARY

B.6.1 The Contractor shall:

1. Submitt a quote to the National Park Service Contracting Officer, Rhonda Canell by email, USPS, FedEx or UPS. Email to Rhonda_canell@nps.gov or mail to

Glacier National Park PO Box 128 West Glacier, MT 59936	Physical Address:	Glacier National Park Administration Building 64 Grinnell Drive West Glacier, MT 59936

2. Contractor 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 within SAM at https://www.sam.gov. If the Contractor chooses

not to complete FAR 52.212-3, Offer Representations and Certifications – Commercial Items online, then a completed copy of this clause shall be submitted separately via email or fax to the Contracting Officer as a part of the quote. **IMPORTANT:** Your account being active in SAM is directly related to you being able to receive payment for any orders received. If you do not update the Entity Management information at least once every 365 days, the registration becomes in-active.

B.6.2 If you are new to Federal sector contracting or need assistance with regards to placing a quote under this solicitation, contract 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

C.2 AGREEMENT AND PERFORMANCE PERIODS

C.2.1 AGREEMENT PERIOD

Estimated date of award is June 1, 2017 to October 31, 2019. 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 will be within the Northern Rockies Geographic area and may fall between April 1, 2017 through October 31, 2020. 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.2.2 START WORK

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

C.2.3 AGREEMENT CANCELLATION

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

C.3 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.4 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.5 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.6 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.7 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.8 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 2½ inches in length or a multi-purpose tool such as a Leatherman.

C.9 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.10 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.

Locations, Dates and Times:
Cour d'Alene – February 27, 2017 at 1900-2100, IPNF
Missoula, MT – February 28, 2017 at 1900-2100, Supervisor's Office
Billings, MT – March 1, 2017 at 1900-2100, Aerial Fire Depot, Dispatch

(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.

SECTION D – RESOURCE INFORMATION

D.1 SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain Weed Washing Units for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, transportation to/from incident, and setup/take down 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.

D.2 EQUIPMENT REQUIREMENTS

Equipment 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 - Weed Wash Containment Station Equipment Wash systems shall be high pressure with low volume and may be supplemented with low pressure with high volume. High pressure systems have water pressures designated above 1000 pounds per square inch (psi), while high volume systems deliver 10 gallons of water per minute or more.

Type 1 – Self-Contained with Recycling Water System

Standard method of hire: Daily rate which includes fully operated equipment, delivery, pickup, servicing, and mileage to/from site.

1. The Host Agency will:
   a. Determine weed wash needs and type of unit(s) used and area(s) of placement.

2. The Government will:

a. Provide wash water to the wash site.
b. Remove waste water.
c. Remove solid waste or designate an appropriate disposal site.
d. Inspect washed equipment to ensure that the wash station meets agreement requirements. If the wash station does not meet the expectations of the government, it may be removed and replaced with a different system.

3. The Contractor shall:
   a. Thoroughly wash all vehicles and equipment to remove all soil, plant parts and seeds. Vehicles and equipment include, but are not limited to fire engines, heavy equipment, logging equipment, transports, pickups, SUVs and sedans;
   b. Ensure that contractor services include, but are not limited to, the removal of all mud, caked dirt, and vegetative parts off of the undercarriage, cross members, frame, skid plates, belly pans, wheels, treads, tracks, suspension, bumpers, wheel wells, radiator grills, and the ledges on the inside of rear and front bumpers;
   c. Visually and manually inspect hard to reach areas to ensure that they are clean;
   d. Inspect and wash all soil and plant parts off of drafting hoses and drafting gear on engines and water tenders;
   e. Ensure that the system used does not cause damage to the paint or electrical connections of vehicles and equipment being washed;
   f. Keep the wash station in repair and fully operational during the designated assignment;
   g. Capture, package and label solid waste in secure, easily transportable containment packages/devices, approved by the government representative at the incident, and place them at a location specified by the government. Containers/packages of solid waste shall weigh no more than 50 lbs each;
   h. Maintain a daily record of all washed vehicles. The contractor shall use government forms, if required by the government.
4. The Contractor shall not:
   a. Dispose of solid waste unless an acceptable disposal site is designated by the government for the waste to be disposed of; otherwise this is the responsibility of the government (The intention is to ensure proper disposal).

D.2.1.1 Minimum Requirements - Type 1 Self-Contained with Recycling Water System

1. Portable commercial power washers with two hand-held, high pressure wands/nozzles. These nozzles must be suitable to wash 100% of the underbody surfaces.
2. Underbody washer. The underbody washing system must have nozzles that can be directed to within 45 degrees of vertical. The spray from these nozzles must be able to cover 100% of the underbody surfaces.
3. A wash water storage tank. The wash water storage tank shall have adequate capacity to operate the wash system continuously for a minimum of two hours.
4. Waste water shall be contained by the wash system. All wash residues shall be removed from the tracking surfaces of the vehicle being washed before vehicle exits system to prevent contamination to the exiting vehicle.
5. Wash water shall be filtered to a minimum of 100 microns, or use a clean water final rinse. Contractor is responsible for maintaining the quality of the recycled water to ensure clean and safe washed equipment. Contractor shall maintain the containment system in a functional condition at all times. Prior to disposal, all waste water shall be filtered to 100 microns or smaller particle size. Waste water shall be disposed of in accordance with wastewater requirements of the authority having jurisdiction.
6. Contractor shall place solid waste in a secure, easily transportable (not to exceed 50 lbs) containment device in consultation with the ground support or resource advisor on the incident. Solid waste shall be disposed of by the host agency unless an appropriate disposal site has been identified by the government.

In that case, the contractor shall dispose of the solid waste at this designated site.

7. Process time to wash a single wildland fire engine shall not exceed 5 minutes average for any 10 fire engines (i.e., 12 engines per hour).
8. The contractor shall provide at least two (2) skilled operators to perform operations. The operators shall be knowledgeable in the safe operation, maintenance, and repair of the wash system. Operators shall be able to demonstrate knowledge, skills, and abilities to manage all waste products from the washer system. These personnel shall be present at all times during the incident operational periods, and are responsible for the safe operation of the wash station.
9. The wash system must be able to accommodate equipment up to 10' wide.
10. Two, 1000 watt halogen work lights on stands and GFI module.
11. The wash system must comply with all applicable OSHA regulations related to operator safety and all segments of the washer must be in operating condition with no missing parts. All alternating current electric motors shall be listed with Underwriters Laboratory.

D.2.1.2 Minimum Requirements – Type 2: Self-Contained with Non-Recycling Water System (this may be a direct-draining or remote discharge system)

1. Portable commercial power washer with two hand-held, high pressure wand/nozzles. These nozzles must be suitable to wash 100% of the underbody surfaces.A wash water storage tank. The wash water storage tank shall have adequate capacity to operate the wash system continuously for a minimum of two hours.
2. Waste water shall be disposed of in accordance with waste water requirements of the authority having jurisdiction.
3. Remote discharge systems shall have an adequate means to pump all waste water at least 200' from the wash station. Prior to disposal, all waste water shall be filtered to a minimum of 100 microns or smaller particle size, or through dewatering bags fabricated from Amoco 4553 or equivalent geotextile cloth, having a maximum apparent opening size of 150 microns.
4. Direct draining systems shall utilize Amoco 4553 or equivalent geotextile cloth, having a maximum apparent opening size of 150 microns. This cloth shall withstand heavy truck traffic. A 15' wide by 40' piece shall be supplied by the contractor and shall be installed on a pad of gravel or a well-drained surface that is provided by the host agency. Contractor shall maintain the mat in a functional condition at all times. All solid waste greater than 150 micron size, including all geotextile cloth pieces, shall be placed in a secure, easily transportable containment (not to exceed 50 lbs.) device in consultation with the ground support or resource advisor on the incident. Solid waste shall be disposed of by the host agency unless an appropriate disposal site has been identified by the government. In that case, the contractor shall dispose of the solid waste at this designated site.
5. Process time to wash a single wildland fire engine under normal conditions shall not exceed 8 minutes average for any 10 engines (i.e. 7.5 engines per hour).
6. The contractor shall provide at least two (2) skilled operators to perform operations. The operators shall be knowledgeable in the safe operation, maintenance, and repair of the wash system. Operators shall be able to demonstrate knowledge, skills, and abilities to manage all waste products from the washer system. These personnel shall be present at all times during the incident operational periods, and are responsible for the safe operation of the wash station.
7. The wash system must comply with all applicable OSHA regulations related to operator safety and all segments of the washer must be in operating condition with no missing parts. All alternating current electric motors shall be listed with Underwriters Laboratory.
8. The wash system must be able to accommodate equipment up to 10' wide.
9. Two (20, 1000 watt halogen work lights on stands and GFI module.
10. The system may have:
    a. A mechanical underbody washer. The underbody washing system must have nozzles that can be directed to within 45 degrees of vertical. The spray from these nozzles must be able to cover 100% of the underbody surface.

D.3 An additional operator, skilled and knowledgeable in the safe operation, maintenance and repair of the wash system. Operators shall be able to demonstrate knowledge, skills and abilities to manage all waste products from the washer system. These personnel shall be present at all times during the incident operational periods, and are responsible for the safe operation of the wash station.PERSONNEL REQUIREMENTS

All Contractor personnel shall comply with 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 on federal jurisdictions, including execution of prescribed burns.

The Contractor shall ensure that all weed wash personnel staying in camp have Annual Fireline Safety Refresher Training with fire shelter use (RT-130) or NRCG equivalent. 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.

D.3.1 Not Applicable

D.3.2 ENGLISH SPEAKING REQUIREMENT

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. 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 the resource offering the greatest advantage (See D.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 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 resources 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 a dispatch priority list by Host Dispatch Zone or Geographic Area. Priority will be given to those small business concerns identified in Section B, Method of Award - Set-Aside procedure. Within each small business program category, priority will be given according to the price offered for the type of resource. The price will be based on the daily rate offered, with the lowest price being ranked highest on the dispatch list.

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.nwcg.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 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)).

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 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.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.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.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. 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.
HARRASSMENT 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.19.2 NRCG DRUG & ALCOHOL PROTOCAL FOR CONTRACTED RESOURCES

1. The use, possession, solicitation for, or sale of narcotics or other controlled substances on Government incidents is prohibited.

2. Being impaired or under the influence of legal or illegal drugs or alcohol away from the Government incident, if such impairment or influence adversely affects work performance, the safety of the employee, or of others is prohibited.

3. If a resource is released from an incident due to violation or suspected violation of drug and alcohol policy as stated, that resource will be statused as unavailable until the submittal of a current drug and alcohol company policy and/or current alcohol and testing results.

Violation of NRCG Drug and/or Alcohol Protocols for Contracted Resources may result in the suspension or cancellation of this agreement.

D.20 PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the attached performance evaluation form. The evaluation will be completed at the incident by the government representative supervising the work. This form is the only performance evaluation that will 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.

D.21.1 NOT APPLICABLE

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)

This is not applicable to travel to and from the incident. Contractors are not paid per diem or lodging expenses to and from incidents.

When the Government cannot provide a campsite or meals, and if pre-approved by the user unit and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable. Food and drink would be based on maximum CONUS per diem rates minus any Government-provided meals. The maximum allowable rates,

excluding taxes, are referenced in the Continental United States (CONUS) rates in the Federal Travel Regulations (FTR). The standard CONUS single occupancy lodging rate is referenced in CONUS. Double occupancy of hotel rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

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

D.21.6 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 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. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
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).
b. Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving (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 cannot be replaced or 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, except that the Government will bear all costs of returning resources and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

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.

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). 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 **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 any time, 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.

D.23 SEE ATTACHED LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (Jan 2017)

(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, 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 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

_X__ (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).

_X__ (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 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.

_X__ (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.

_X__ (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. 657f).

_X__ (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).

___ (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 (Sep 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). (E. O. 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, DoD, GSA, 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 Television (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. 13696).

___ (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 (Jun 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)).

___ (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)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (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).

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___ (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) (E.O. 13658).

___ (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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (12) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 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). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 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. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 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 Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 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 (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, DoD, GSA, 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) (Oct 2016).

(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 Fiscal Year 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 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.

(End of Clause)

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): https://acquisition.gov/far/ or http://farsite.hill.af.mil/.

52.204-13	System for Award Management Maintenance (Oct 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.212-4	Contract Terms and Conditions Commercial Items (Jan 2017)
52.223-1	Biobased Product Certification (May 2012)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.236-7	Permits and Responsibilities (Nov 1991)
52.245-1	Government Property (Jan 2017)

D.23 LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

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

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 & Conditions
Exhibit I – Geographic Area Map Website

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 (See SAM)

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:

- 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.

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

SAM – System for Award Management. SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

SKIDGINE, DROP TANK (AKA DETACHABLE TANK) - A Skidgine with a water tank that has been engineered to be able to be removed from the parent machine and re-attached to the parent machine in one (1) hour or less. The parent machine must have a log grapple that is usable to pull logs or break apart jackpots of fuel when the tank is removed. Winch equipped Skidgines are excluded from this definition.

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 Operations Center
PO Box 25047, Bldg 50
Denver Federal Center
Denver, CO 80225-0047
Mail Stop OC-620

303-236-7117

NATIONAL PARK SERVICE

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

703-487-9453

NPS FedEx Address:
National Park Service
13461 Sunrise Valley Drive
Herndon, VA 20171

BUREAU OF INDIAN AFFAIRS

Bureau of Indian Affairs
Reston Financial Services
Attn: EERA Payments
12220 Sunrise Valley Drive
Reston, VA 20191

703-390-6446 (primary), 703-390-6336 (secondary)

FISH & WILDLIFE SERVICE

NIFC – US Fish and Wildlife
Service Branch of Fire Management
3833 S. Development
Avenue Boise, ID 83705
208-387-5536

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: Mangers 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.

EXHIBIT D – DOL WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210

Daniel W. Simms Director Division of Wage Determinations

Wage Determination No.: 1995-0221
Revision No.: 38
Date of Last Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE RATE
01000 - Administrative Support And Clerical Occupations	
01613 - Word Processor III	
Alaska	18 .85
Continental U.S.	18 .85
Hawaii and American Samoa	18 .61

Wage Determination: 1995-0221, 38

05000 - Automotive Service Occupations

05190 - Motor Vehicle Mechanic

Alaska	26 .60
Hawaii and American Samoa	17 .67
Midwestern Region	20 .99
Northeast Region	19 .71
Southern Region	18 .36
Western Region	21 .24

05220 - Motor Vehicle Mechanic Helper

Alaska	19 .24
Hawaii and American Samoa	13 .60
Midwestern Region	13 .61
Northeast Region	15 .35
Southern Region	11 .84
Western Region	14 .39

07000 - Food Preparation And Service Occupations

07010 - Baker

Alaska	15 .98
Hawaii and American Samoa	15 .96
Midwestern Region	13 .39
Northeast Region	15 .20
Southern Region	10 .94
Western Region	16 .68

07041 - Cook I

Alaska	13 .77
Hawaii and American Samoa	13 .43
Midwestern Region	9 .84
Northeast Region	12 .29
Southern Region	9 .37
Western Region	11 .22

07042 - Cook II

Alaska	15 .87
Hawaii and American Samoa	15 .00
Midwestern Region	11 .09
Northeast Region	13 .85
Southern Region	10 .57
Western Region	12 .65

07070 - Dishwasher

Alaska	11 .79
Hawaii and American Samoa	12 .92
Midwestern Region	7 .97
Northest Region	8 .54
Southern Region	8 .28

Western Region	8 .59
07130 - Food Service Worker	
Alaska	12 .02
Hawaii and American Samoa	11 .96
Midwestern Region	9 .40
Northeast Region	11 .27
Southern Region	8 .90
Western Region	9 .78
07210 - Meat Cutter	
Alaska	19 .61
Hawaii and American Samoa	19 .03
Midwestern Region	16 .52
Northeast Region	19 .24
Southern Region	13 .79
Western Region	18 .05
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	23 .00
Continental U.S.	16 .75
Hawaii and American Samoa	18 .84
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	22 .09
Hawaii and American Samoa	17 .21
Midwestern Region	15 .88
Northeast Region	15 .51
Southern Region	13 .13
Western Region	16 .98
21150 - Stock Clerk	
Alaska	14 .27
Hawaii and American Samoa	11 .25
Midwestern Region	12 .61
Northeast Region	12 .44
Southern Region	12 .08
Western Region	12 .77
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	28 .01
Continental U.S.	28 .81
Hawaii and American Samoa	28 .95
23022 - Aircraft Mechanic II	
Alaska	29 .08
Continental U.S.	29 .55

Hawaii and American Samoa	30 .14
23023 - Aircraft Mechanic III	
Alaska	30 .67
Continental U.S.	30 .89
Hawaii and American Samoa	31 .63
23040 - Aircraft Mechanic Helper	
Alaska	21 .96
Continental U.S.	21 .66
Hawaii and American Samoa	20 .90
23060 - Aircraft Servicer	
Alaska	24 .54
Continental U.S.	24 .72
Hawaii and American Samoa	24 .26
23160 - Electrician, Maintenance	
Alaska	31 .62
Hawaii and American Samoa	27 .25
Midwestern Region	23 .74
Northeast Region	25 .44
Southern Region	20 .29
Western Region	24 .24
23440 - Heavy Equipment Operator	
Alaska	25 .86
Hawaii and American Samoa	18 .40
Midwestern Region	20 .99
Northeast Region	19 .71
Southern Region	18 .36
Western Region	21 .23
23470 - Laborer	
Alaska	15 .69
Hawaii and American Samoa	15 .23
Midwestern Region	12 .77
Northeast Region	12 .88
Southern Region	10 .39
Western Region	12 .06
23530 - Machinery Maintenance Mechanic	
Alaska	29 .50
Hawaii and American Samoa	29 .11
Midwestern Region	18 .20
Northeast Region	19 .03
Southern Region	14 .42
Western Region	18 .06
23580 - Maintenance Trades Helper	
Alaska	21 .57
Hawaii and American Samoa	16 .64
Midwestern Region	17 .13

Northeast Region	16 .00
Southern Region	14 .41
Western Region	14 .86

27000 - Protective Service Occupations

27070 - Firefighter	
Alaska	11 .95
Hawaii and American Samoa	9 .74
Midwestern Region	7 .79
Northeast Region	8 .21
Southern Region	7 .79
Western Region	8 .21

30000 - Technical Occupations

30210 - Laboratory Technician	
Alaska	23 .13
Hawaii and American Samoa	22 .00
Mid Western Region	20 .56
Northeast Region	19 .02
Southern Region	20 .91
Western Region	19 .55

31000 - Transportation/Mobile Equipment Operation Occupations

31030 - Bus Driver	
Alaska	21 .70
Hawaii and American Samoa	14 .09
Midwestern Region: 1 1/2 to 4 tons	17 .88
Midwestern Region: over 4 tons	18 .70
Midwestern Region: under 1 1/2 tons	13 .38
Northeast Region: 1 1/2 to 4 tons	18 .33
Northeast Region: over 4 tons	19 .13
Northeast Region: under 1 1/2 tons	14 .22
Southern Region: 1 1/2 to 4 tons	16 .33
Southern Region: over 4 tons	16 .94
Southern Region: under 1 1/2 tons	9 .10
Western Region: 1 1/2 to 4 tons	16 .84
Western Region: over 4 tons	17 .31
Western Region: under 1 1/2 tons	10 .60
31361 - Truckdriver, Light	
Alaska	20 .31
Hawaii and American Samoa	11 .11
Midwestern Region	13 .38
Northeast Region	14 .22
Southern Region	9 .10
Western Region	10 .60
31362 - Truckdriver, Medium	

Alaska	21 .99
Hawaii and American Samoa	14 .08
Midwestern Region	17 .88
Northeast Region	18 .33
Southern Region	16 .28
Western Region	16 .84
31363 - Truckdriver, Heavy	
Alaska	23 .24
Hawaii and American Samoa	15 .37
Midwestern Region	18 .70
Northeast Region	19 .13
Southern Region	16 .94
Western Region	17 .94
31364 - Truckdriver, Tractor-Trailer	
Alaska	24 .48
Hawaii and American Samoa	15 .57
Midwestern Region	22 .23
Northeast Region	19 .26
Southern Region	17 .80
Western Region	18 .31

47000 - Water Transportation Occupations

47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	15 .80
Hawaii and American Samoa	15 .00
Midwestern Region	11 .09
Northeast Region	13 .85
Southern Region	10 .56
Western Region	12 .65

92000 - Non Standard Occupations

(not set) - Quality Assurance Representative I	
Alaska	19 .64
Hawaii and American Samoa	20 .18
Midwestern Region	17 .68
Northeast Region	18 .67
Southern Region	19 .36
Western Region	17 .81
(not set) - Quality Assurance Representative II	
Alaska	25 .69
Hawaii and American Samoa	23 .98
Midwestern Region	21 .81
Northeast Region	23 .17
Southern Region	20 .48
Western Region	21 .59

(not set) - Quality Assurance Representative III	
Alaska	27 .33
Hawaii and American Samoa	26 .10
Midwestern Region	25 .67
Northeast Region	27 .28
Southern Region	24 .22
Western Region	25 .89
(not set) - Chief Cook	
Alaska	20 .99
Hawaii and American Samoa	25 .16
Midwestern Region	18 .51
Northeast Region	22 .40
Southern Region	16 .96
Western Region	20 .61
(not set) - Environmental Protection Specialist	
Alaska	33 .11
Hawaii and American Samoa	30 .62
Midwestern Region	27 .85
Northeast Region	33 .40
Southern Region	28 .36
Western Region	29 .33
(not set) - Fire Safety Professional	
Alaska	33 .09
Hawaii and American Samoa	30 .65
Midwestern Region	27 .85
Northeast Region	33 .40
Southern Region	28 .36
Western Region	29 .33
(not set) - Aircraft Quality Control Inspector	
Alaska	29 .30
Continental U.S.	30 .12
Hawaii and American Samoa	30 .28
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	11 .60
Hawaii and American Samoa	10 .72
Midwestern Region	9 .91
Northeast Region	11 .32
Southern Region	7 .79
Western Region	9 .65

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 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. (See 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): $1.69 per hour, or $67.60 per week, or $292.93 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 $4.27 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 re-grading 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 (Revision 1), dated September 2014, unless otherwise indicated.

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 (See 29 CFR 4.6 (b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure 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 programs; (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 *(Including Address)*:	**Fire Name:**	**Resource Order Number:**
Contractor Name:	**Requirement Description** *(Equipment Type)*:	

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	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. 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).
Marginal	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. 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).
Satisfactory	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. 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 a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
Very Good	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. 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.
Exceptional	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. 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.

Source: Evaluation Rating Definitions are from the CPARS Guidance, A2-1 (https://www.cpars.gov/cparsfiles/pdfs/CPARS- Guidance.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.nwcg.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.nwcg.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 ☒ CONTRACTOR ☐ GOVERNMENT
9. SERIAL NUMBER 47A89876	10. LICENSE NUMBER	11. OPERATING SUPPLIES FURNISHED BY ☒ CONTRACTOR (wet) ☐ GOVERNMENT (dry)

12.DATE MO/DAY/YR	13. EQUIPMENT USE				14. REMARKS (released, down time and cause, problems, etc.)
	START	STOP	HOURS/DAYS/MILES(circle one) WORK	SPECIAL	Paul Jones - Operator
09/15/07	0600	1800	12		
					15. EQUIPMENT STATUS ☒a. Inspected and under agreement ☐ b. Released by Government ☐ c. Withdrawn by Contractor
					16. INVOICE POSTED BY (Recorder's initials)

17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	18. GOVERNMENT OFFICER'S SIGNATURE	19. DATE SIGNED
Paul L. Jones,- Owner	SAMUAL JONES - DIV SUP.	09/15/07

NSN 7540-01-119-562850297-102

OPTIONAL FORM
297 (Rev. 7-90)
USDA/USDI

EXHIBIT H - GEOGRAPHIC AREA TERMS AND CONDITIONS

MONTANA DEPARTMENT OF NATURAL RESOURCE AND CONSERVATION (MT DNRC)

STANDARD TERMS AND CONDITIONS REV 08/2016

ACCEPTANCE/REJECTION OF BIDS: The State reserves the right to accept or reject any or all bids, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids will be firm for 30 days, unless stated otherwise in the text of the invitation for bid.

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)
COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

DEBARMENT: Contractor certifies, by submitting this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/PROPOSAL: If a bidder to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

PATENT AND COPYRIGHT PROTECTION: If a third party makes a claim against the State that the products furnished under this purchase order infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see http://sfsd.mt.gov/SPB/Preferences.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: State of Montana is exempt from Federal Excise Taxes (81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119].

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.)

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to Contractor, terminate the contract in whole or in part at any time Contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

IDAHO DEPARTMENT OF LANDS STANDARD TERMS & CONDITIONS, OFFICE LOCATIONS

1. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the

employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

2. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

3. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

4. INSURANCE

Prior to the commencement of work under this contract, and until all work specified herein is completed, the Contractor shall maintain in effect all insurance as set forth below and shall comply with all limits, terms and conditions stipulated within the insurance policy(ies). Contractor shall provide the Idaho Department of Lands with a Certificate of Insurance verifying such coverage. Work under the contract shall not commence until evidence of all required insurance is provided to the State.

a. The Contractor shall maintain and pay for any applicable worker's compensation insurance and will provide a certificate of same.

b. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company having a Best's rating of AV or better and be licensed and admitted in Idaho. The Contractor shall furnish the Department of Lands with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insureds and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Department of Lands to identify a deficiency from evidence that is provided shall

not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Department of Lands.

i. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than $1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

ii. Aircraft/Aerial Operations Liability Insurance

Contractor shall maintain aircraft/aerial operations liability insurance with a combined single limit of not less than $1,000,000 each occurrence and passenger liability not less than $100,000 per seat. The policy will provide coverage for bodily injury and property damage arising from any aerial operations engaged in under this contract.

iii. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum $500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

c. By requiring insurance herein, the Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this contract.

d. The Contractor shall maintain worker's compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Department of Lands with a certificate of insurance evidencing such coverage.

e. The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

5. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

6. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

7. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

8. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

9. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

10. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.

11. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

12. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-9230(2)).

13. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho, counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

14. SAFETY INFORMATION

a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.

b. Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies

15. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

16. CONTRACT TERMINATION

a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond if a bond is required under the provisions of this contract.
(1) Failure of the Contractor to perform any of the provisions of this contract.
(2) Failure of the Contractor to correct unsatisfactory performance or work within five (5) days after it has been brought to his attention.
(3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
(4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.

b. Upon termination, the Contractor shall:
(1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
(2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
(3) If requested by the State, deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.

c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any incomplete or unsatisfactory work.

d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work stated in this contract.

e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

17. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

18. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

19. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

20. ENTIRE AGREEMENT

This contract, together with all attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous discussions, representations, commitments, and all other communications, both oral and written, between the parties.

21. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

EXHIBIT I - GEOGRAPHIC AREA MAP WEBSITE

https://gacc.nifc.gov/nrcc/about/dispzones.htm