SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

PAGE 1 OF

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 12569R24Q7003

6. SOLICITATION ISSUE DATE: 02/15/2024 08:34 PST

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Chase Knight

b. TELEPHONE NUMBER *(No collect calls)*: 458-218-2120

8. OFFER DUE DATE/ LOCAL TIME: 03/19/2024 17:00 PDT

9. ISSUED BY — CODE

USDA Forest Service

Chase Knight
1740 SE Ochoco Way
Redmond, Oregon, 97756

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [x] HUBZONE SMALL BUSINESS
- [x] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: ____ % FOR:
- [x] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [x] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [x] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 115310

SIZE STANDARD: $ 34.0 million

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)
- [ ]

13b. RATING

14. METHOD OF SOLICITATION
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

16. ADMINISTERED BY — CODE

Chase Knight
1740 SE Ochoco Way
Redmond, Oregon, 97756

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY — CODE

Refer to Exhibit B

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
- [ ]

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	VIPR I-BPA for Chipper for Regions 5 & 6 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] 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

- [x] 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: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0001	03/01/2024 11:32 PST		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756		USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	12569R24Q7003
		9B. DATED *(SEE ITEM 11)* 02/15/2024 08:34 PST
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

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

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

Maintenance Cycle #24-03 incorporates changes to update language in B.3(b) for Conflict of Interest, update Handwash Attendant language in D.2.1.2.3(b) of the Gray/Potable/Trailer Mounted Handwash solicitation template, add Exhibit J for Potable and Gray Water advantages, update State Medical requirements in D.2.2.3 of the Ambulance solicitation template, and add notes in Exhibit M of the Emergency Medical Responder solicitation template. Complete details are available at www.fs.usda.gov/business/incident/solicitations.php?tab=tab_d. (krd)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Chase Knight, Contract Specialist	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		/s/ Chase Knight *(Signature of Contracting Officer)*	03/01/2024 11:32 PST

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0002	03/08/2024 11:22 PST		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756		USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	12569R24Q7003
		9B. DATED *(SEE ITEM 11)* 02/15/2024 08:34 PST
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
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CODE / FACILITY CODE		

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

<See Attachment on the next page.>

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

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		Chase Knight, Contract Specialist	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		/s/ Chase Knight *(Signature of Contracting Officer)*	03/08/2024 11:22 PST

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Amendment Attachment: Overflow from Box-14 from SF-30

Amendment 0002 provides clarification on the MSPA worker's self-certification within the VIPR Quote Wizard for the 2024 Chipper advertisement.

While within the quote wizard of the VIPR Vendor Application, quoters will be asked to annotate YES, NO, PENDING if they will be employing H2B employees, MSPA workers, and if your company is a registered FLC with DOL. If a quoter annotates YES or PENDING, the VIPR Quote Wizard will require upload of the H2B or FLC certificate or proof of application. The FS realizes the MSPA worker and FLC question are requesting the same certificate or application verification to be uploaded and is redundant. Please upload the certificate or documentation twice in order to proceed successfully

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0003	01/07/2025 22:45 PST		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756		USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	12569R24Q7003
		9B. DATED *(SEE ITEM 11)* 02/15/2024 08:34 PST
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CODE / FACILITY CODE		

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☐	D. OTHER *(Specify type of modification and authority)*

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

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

Maintenance Cycle #25-02 includes language updates from approved CRs in addition to changes to clauses through FAC 2025-02 effective 3 January 2025 and replaces Wage Determination No. 1995-0221 (Rev 63) with Wage Determination No. 1955-0221 (Rev 66) dated 07/22/2024. (boj)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Chase Knight, Contract Specialist	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		/s/ Chase Knight *(Signature of Contracting Officer)*	01/07/2025 22:45 PST

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0004	01/13/2025 23:28 PST		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756		USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	12569R24Q7003
		9B. DATED *(SEE ITEM 11)* 02/15/2024 08:34 PST
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

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☐	D. OTHER *(Specify type of modification and authority)*

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

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

Maintenance Cycle #25-04 updates contract requirements for all solicitation templates. (boj)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Chase Knight, Contract Specialist	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		/s/ Chase Knight *(Signature of Contracting Officer)*	01/13/2025 23:28 PST

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0005	01/16/2025 18:07 PST		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756		USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	12569R24Q7003
		9B. DATED *(SEE ITEM 11)* 02/15/2024 08:34 PST
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Maintenance Cycle #25-05 updates contract requirements for all solicitation templates. (boj)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Chase Knight, Contract Specialist	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		/s/ Chase Knight *(Signature of Contracting Officer)*	01/16/2025 18:07 PST

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0006	01/21/2025 20:08 PST		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756		USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	12569R24Q7003
		9B. DATED *(SEE ITEM 11)* 02/15/2024 08:34 PST
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
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CODE / FACILITY CODE		

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☐	D. OTHER *(Specify type of modification and authority)*

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

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

Maintenance Cycle #25-06 replaces Wage Determination No. 1995-0221 (Rev 66) with Wage Determination No. 1955-0221 (Rev 69) dated 01/16/2025. (boj)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Chase Knight, Contract Specialist	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		/s/ Chase Knight *(Signature of Contracting Officer)*	01/21/2025 20:08 PST

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0007	01/24/2025 11:36 PST		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756		USDA Forest Service Chase Knight 1740 SE Ochoco Way Redmond, Oregon, 97756	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	12569R24Q7003
		9B. DATED *(SEE ITEM 11)* 02/15/2024 08:34 PST
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

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

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

<See Attachment on the next page.>

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Chase Knight, Contract Specialist	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		/s/ Chase Knight *(Signature of Contracting Officer)*	01/24/2025 11:36 PST

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Amendment Attachment: Overflow from Box-14 from SF-30

Re-open Solicitation. Vendor responses to the solicitation are due 02/25/2025 17:00 PCT Please access the 'Open Solicitations' tab in the VIPR Vendor application (https://apps.fs.usda.gov/vipr/vendor/) to start your response.

The Department of Agriculture (USDA), US Forest Service (USFS), ESB West Zone (Regions 3, 5, 6 and 10) requirement for Chippers for use during Local, Regional, and nationwide fire suppression and all-hazard incidents was originally solicited under solicitation number 12569R24Q7003.

This amendment is to re-open this solicitation to conduct an open season Onboarding in accordance with Exhibit H - Special Contract Requirements of the original solicitation.

IMPORTANT NOTE: Onboarding is not a new procurement and operates differently than a new solicitation. Onboarding is a result of the provisions established in the original solicitation and is issued as a solicitation amendment to the original solicitation. The terms and conditions of the original solicitation require that 'The award decision under the open season solicitation is based upon the same evaluation factors/sub-factors as the original solicitation.' Additionally, the terms and conditions of the original solicitation require that, 'The terms and conditions of any resulting new IBPA awards are identical to the original awards and solicitation, to include period of performance.' Accordingly, while the Government will entertain suggestions and Industry input regarding the Onboarding amendment, the Government anticipates very little change to result from this input, especially as it regards any potential changes to the evaluation factors or resulting terms and conditions.

This amendment for Onboarding is against a Multiple Award Incident Blanket Purchase Agreement (IBPA) solicitation issued as a 100% Small Business Set-Aside.

The open season Onboarding period will coincide with the USFS Contracting Officer (CO) IBPA Annual Review process, traditionally referred to as a 'Rollover' Modification process for existing IBPA awardees. Existing IBPA awardees will have the same opportunity to revise, modify rates, and add resources the same as potential new contractors do.

All proposed resources are subject to the original solicitation criteria. New Offerors that meet the eligibility requirements set forth in the original solicitation may submit a quote response through the VIPR system during open season. Award decisions from an open season solicitation response are based upon the same evaluation factors/sub-factors as the original solicitation. New quote responses must meet all Acceptability Pass/Fail Criteria of the original solicitation. The terms and conditions of any resulting new IBPA awards are identical to the original awards and solicitation, to include period of performance. Immediately after Onboarding and at the conclusion of the CO annual review/rollover modification period, any additional Contractors or accepted new resources to existing agreements are eligible to receive dispatches/BPA Calls with the same

Resource Categories Accepted by this Solicitation

Chipper

Chipper Type 1

Chipper Type 2

Chipper Type 3

SECTION B - INTRODUCTION

B.1 -- BACKGROUND.

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

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

(c) Exhibit H contains special contract requirements, to include an open season on-ramping process being initiated by the Government to ensure adequate resources are available to meet its need.

B.2 -- CONTRACT TYPE AND DOLLAR LIMITATIONS

(a) This solicitation will result in multiple agreements. The dollar limitation for any individual order is the Simplified Acquisition Threshold (SAT). 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) 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 NWCG Standards for Interagency Incident Business Management (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.

(c) 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

(a) The Government will award a sufficient number of I-BPAs anticipated to meet incident resource needs resulting from this solicitation to responsible quoters whose quotes conforming to the solicitation will be advantageous to the Government, price and other factors considered. The number of I-BPAs awarded will be determined based upon historical usage and other relevant data such as predictive services information, available personnel to administer agreements, etc. The USFS will determine annually whether it is in the Government's best interest to initiate an open season on-ramping process to add additional Contractors and/or resources during the annual Contracting Officer (CO) review period noted in Section C.3.1.

(b) Awards to a Government employee or to a business concern or other organization owned or substantially owned or controlled by one or more Government employees is prohibited (FAR Subpart 3.6). Public law (18 U.S.C. 208) is additionally established to avoid conflicts of interest between employees interests and their Governmental duties. Casuals hired under the Administratively Determined (AD) Pay Plan shall avoid decisions or recommendations to include, but not limited to: supervision, hiring, ordering, or recommending payments that directly or indirectly affect a company or contractor the casual has any ownership or employment with or for that company or contractor assigned to an incident (NWCG Standards for Interagency Incident Business Management PMS 902).

(c) 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

(d) A quote will be considered operationally acceptable if the offered resource meets the minimum requirements stated in the specifications.

(e) 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.

(f) Past performance dependability risk will be assessed as 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 quoter's 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.

(g) I-BPAs will be awarded only to quoters with:
(1) reasonably priced resources
(2) operationally acceptable resources
(3) a low or unknown performance risk

(h) The notice of award will be electronically mailed to the vendor's email address as provided in VIPR.

B.4 -- MULTIPLE RESOURCE CATEGORIES/TYPING

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

B.5 -- UNRESTRICTED

(a) I-BPA solicitations will be set-aside for small business concerns unless market research indicates a need to advertise on an unrestricted basis (i.e. there are not enough small business concerns to meet anticipated needs). If Block 10 of the SF-1449 is checked "unrestricted":
(1) Multiple awards of I-BPAs resulting from this solicitation will be made to responsible business concerns.
(2) Priority ranking for dispatch will be determined by the method described in D.6.2; no advantage will be given for business size or status in an unrestricted solicitation.

B.6 -- SOCIOECONOMIC STATUS ADVANTAGE APPLICABLE TO DPL RANKING

(a) Multiple awards of I-BPAs resulting from this solicitation will be made on a competitive basis to responsible small business concerns.

(b) Priority ranking for dispatch will be determined by applying a 5% advantage (to the method described in D.6.2) for each socioeconomic category (other than small business) checked in Block 10 of the SF-1449. A vendor meeting multiple targeted socioeconomic categories will receive multiple percentage points with a cap of 10%; for example, if HUBZone, Service-Disabled Veteran-Owned, and 8(A) are all checked in Block 10 and a vendor qualifies as all three then the advantage will be 10% for purposes of Dispatch Priority List placement.

B.7 -- SUMMARY

(a) The Contractor shall:
(1) Submit a quote in the Virtual Incident Procurement (VIPR) System. See E.1 52.212-1 Instructions to Offeror in Section E, found under the heading "SECTION E -- SOLICITATION PROVISIONS" at https://apps.fs.usda.gov/vipr/vendor/. Online help can be found within the application, at the bottom of the page under "Getting Help".
(2) VIPR Vendor Application
(i) This solicitation requires vendors to submit their quotes using the VIPR Vendor Application.
(ii) To access the VIPR Vendor application, go to
http://www.fs.usda.gov/business/incident/vendorapp.php
(iii) You will find:
(A) A link to log into the VIPR Vendor Application.
(B) Information and instructions specific to the Vendor Application.
(3) Contractors shall register and update information in the System for Award Management (SAM). As a part of their SAM information, they shall complete online Representations and Certifications within SAM at https://sam.gov. 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) If you are new to Federal sector contracting or need other assistance with regards to placing a quote under this solicitation, contact APEX Accelerators. Locations of APEX Accelerators and other valuable information on contracting with the Government may be found at:
https://www.apexaccelerators.us/#/.

(c) NOTE: The Virtual Incident Procurement (VIPR) System will be used by the Forest Service for all pre-season incident procurements. In order to respond to solicitations issued through VIPR, Vendors must use Login.gov to access USDA eAuth protected applications. Login.gov is a shared service and trusted by government agencies. In addition to your password, Login.gov requires that you set up at least one authentication method to keep your account secure. This is multi-factor authentication (MFA). Login.gov uses MFA as an added layer of protection to secure your information. Additional information regarding Login.gov can be obtained at: https://www.eauth.usda.gov/eauth/b/usda/faq?gid=PublicCustomer OR by contacting your local acquisition office: http://www.fs.usda.gov/business/incident/contacts.php#field.

B.8 -- SPECIAL INSTRUCTIONS

B.8.1. -- EMPLOYMENT OF ELIGIBLE WORKERS.

(a) Performance under this agreement may be subject to the Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at http://www.dol.gov/agencies/whd/agriculture/mspa.

(b) If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required.

(c) For further information on the requirements of the H-2B program, visit OFLC's website at https://www.foreignlaborcert.doleta.gov/ or Wage and Hour's website at https://www.dol.gov/agencies/whd.

(d) Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

B.8.1.1 -- DEFINITIONS.

(a) H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual

to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

(b) Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.
(1) A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
(2) An overnight absence from the migrant workers permanent place of residence is required.
(3) Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
- Spouse
- Children, stepchildren, or foster children
- Parents, stepparents, or foster parents, or
- Brothers and sisters

(c) Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

B.8.1.2. -- REGISTRATION REQUIREMENTS.

(a) General information about the H-2B program can be found on Fact Sheet # 78 at http://www.dol.gov/whd/regs/compliance/whdfs78.htm. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at https://icert.doleta.gov/ or by paper application.

(b) Information on acquiring a Federal DOL Farm Labor Contractor Certificate of Registration can be found here (http://www.dol.gov/whd/forms/fts_wh530.htm). General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage http://www.dol.gov/whd/regs/compliance/whdfs49.htm.

B.8.1.3 -- WORKER PROTECTIONS.

(a) Worker Information Posters.
(1) A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
(2) The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a

conspicuous location accessible to workers during the contract performance period.

(b) Personal Protective Equipment.
(1) 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).
(2) Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment
(3) References include:
- https://www.osha.gov/personal-protective-equipment or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at https://www.osha.gov/Publications/osha3151.pdf
- Manual Logging and Forestry Related activities:
https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html
- General Machine and Vehicles Logging and Forestry Related activities:
https://www.osha.gov/SLTC/etools/logging/mechanical/machines.htm

(c) Field Sanitation. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act. Fact Sheets with relevant information may be found at http://www.dol.gov/WHD/fact-sheets-index.htm.

(d) Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.

B.8.1.4 -- TRANSPORTATION.

See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

B.8.1.5 -- HOUSING.

Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

B.8.1.6 -- CAMPING REQUIREMENTS.

If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142.

SECTION C - CONTRACT CLAUSES
Updated through FAC 2025-02, Effective 03 JAN 2025

C.1 -- 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

(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 products and commercial services:
(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023)(Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801)
(6) 52.233-3, Protest After Award (AUG 1996)(31 U.S.C. 3553)
(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Pub. L. 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 products and commercial services:
___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 4655).
_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)(41. U.S.C. 3509).
___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of

2009 (JUNE 2010)(Section 1553 of Pub. L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
_X_ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence communitysee FAR 3.900(a).
_X_ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282(31 U.S.C. 6101 note).
___ (6) [Reserved]
___ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016)(Pub. L. 111-117, section 743 of Div. C).
___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
_X_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act OrdersFederal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115390, title II).
___ (11)(i) 52.204-30, 52.20430, Federal Acquisition Supply Chain Security Act OrdersProhibition. (DEC 2023) (Pub. L. 115390, title II).
___ (ii) Alternate 1 (DEC 2023) of 52.204-30.
_X_ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (31 U.S.C. 6101 note).
___ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)(41 U.S.C. 2313).
___ (14) [Reserved]
_X_ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022)(15 U.S.C. 657a). (NOTE: This clause is applicable if the solicitation is set aside for HUBZone Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)
___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022)(if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
___ (17) [Reserved]
_X_ (18)(i) 2.219-6, Notice of Total Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).
___ (ii) Alternate I (MAR 2020).
___ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).
___ (ii) Alternate I (MAR 2020) of 52.219-7.
_X_ (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024)(15 U.S.C. 637(d)(2) and (3)).
___ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023)(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 (JUN 2020) of 52.219-9.
___ (v) Alternate IV (SEP 2023) of 52.219-9.
_X_ (22) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
___ (ii) Alternate I (MAR 2020) of 52.219-13.
___ (23) 52.219-14, Limitations on Subcontracting (OCT 2022)(15 U.S.C. 637(a)(14)).
___ (24) 52.219-16, Liquidated Damages - Subcontracting Plan (SEP 2021)(15 U.S.C. 637(d)(4)(F)(i)).
_X_ (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (FEB 2024) (15 U.S.C. 657 f). (NOTE: This clause is applicable if the solicitation is set aside for Service-Disabled Veteran-Owned Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)
_X_ (26)(i) 52.219-28, Post Award Small Business Program Rerepresentation (FEB 2024)(15 U.S.C. 632(a)(2)).
___ (ii) Alternate 1 (MAR 2020) of 52.219-28.
_X_ (27) 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022)(15 U.S.C. 637(m)). NOTE: This clause is applicable if the solicitation is set aside for EDWOSB or WOSB. See Block 10 of the SF-1449 for solicitation set aside action.
_X_ (28) 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 (OCT 2022)(15 U.S.C. 637(m)). NOTE: This clause is applicable if the solicitation is set aside for EDWOSB or WOSB. See Block 10 of the SF-1449 for solicitation set aside action.
___ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
___ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021)(15 U.S.C. 637(a)(17)).
_X_ (31) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
_X_ (32) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (FEB 2024)(E.O. 13126).
_X_ (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
_X_ (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
___ (ii) Alternate I (FEB 1999) of 52.222-26.
_X_ (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212).
___ (ii) Alternate I (JUL 2014) of 52.222-35.
_X_ (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
___ (ii) Alternate I (JUL 2014) of 52.222-36.
_X_ (37) 52.222-37, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212).
_X_ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

_X_ (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021)(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).
___ (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)
___ (41)(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.)
___ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (E.O. 13693).
___ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024)(E.O. 13693).
___ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671)
___ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671)
_X_ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
___ (ii) Alternate I (JAN 2017) of 52.224-3.
___ (48)(i) 52.225-1, Buy American - Supplies (OCT 2022) (41 U.S.C. chapter 83).
___ (ii) Alternate I (OCT 2022) of 52.225-1.
___ (49)(i) 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act (NOV 2023)(19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), 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 [Reserved]
___ (iii) Alternate II (JAN 2025) of 52.225-3.
___ (iv) Alternate III (FEB 2024) of 52.225-3.
___ (v) Alternate IV (OCT 2022) of 52.225-3.
___ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021)(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. Subtitle A, Part V, Subart G 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).
_X_ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
___ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
___ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).
___ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).
_X_ (59) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)(31 U.S.C. 3332).
___ (60) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).
___ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
___ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
___ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).
___ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (APR 2003) of 52.247-64.
___ (iii) Alternate II (NOV 2021) 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 products and commercial services:
_X_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
_X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).
_X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
___ (4) 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).
___ (5) 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).
___ (6) 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).
_X_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
_X_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022)(E.O. 13706).
___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020)(42 U.S.C. 1792).
___ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(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 Contractors 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 products or commercial services. 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 (NOV 2021)(41.U.S.C. 3509).
(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (NOV 2023) (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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023)(Section 1634 of Pub. L. 115-91).
(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)(Section 889(a)(1)(A) of Pub. L. 115-232).
(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act OrdersProhibition. (Dec 2023) (Pub. L. 115390, title II).
(B) Alternate 1 (DEC 2023) of 52.204-30
(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
(x) 52.222-26, Equal Opportunity (SEP 2015) (E.O. 11246).
(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C. 793).
(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212)
(xiv) 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.
(xv) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
(xvi)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021)(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).
(xvii) 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).
(xviii) 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).
(xix) 52.222-54, Employment Eligibility Verification (MAY 2022)(E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
(xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)(E.O. 13706).
(xxii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
(xxiii) 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. Subtitle A, Part V, Subpart G Note).
(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020)(42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)(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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

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

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (MAY 2024)
NOTE: Offerors who have not completed the annual representations and certifications electronically in the System of Award Management (SAM) or who have changes to their reps and certs need to complete or update their information in SAM in order to be eligible for award. See Section E.3.
52.212-4 -- Contract Terms and Conditions Commercial Items (NOV 2023)
52.223-1 -- Biobased Product Certification (MAY 2024).
NOTE: This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at: http://www.biopreferred.gov/.
52.223-2 -- Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024)
52.236-7 -- Permits and Responsibilities (NOV 1991)
52.245-1 -- Government Property (SEP 2021)

C.2.1 -- ADDITIONAL INFORMATION REQUIRING VENDOR CERTIFICATION.

This is to notify you of recent award prohibitions contained in sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) regarding corporate felony convictions and corporate tax delinquencies. Under the Appropriations Act, no awards can be made to any corporation (for profit or non-profit) that has a tax delinquency or felony conviction as defined in the Appropriations Act and described in the attached representation. To comply with these provisions, all offerors are required to complete the representation in SAM. Please note that if you have a tax delinquency or felony conviction, as defined in the Appropriations Act and described in the attached representation, you are not eligible for award. If you are ineligible for award because of these prohibitions it is possible that you can regain eligibility for award, but only if the suspension and debarring official considers your tax delinquency and/or felony conviction and determines that suspension or debarment is not necessary to protect the interests of the Government.

C.2.2 -- ASSIGNMENT OF CLAIMS.

(a) Assignment of claims is not authorized.

(b) In accordance with FAR Part 32.803, it is determined prohibiting assignment of claims against this I-BPA and any resultant resource order is in the Government's interest.

(c) Pursuant to FAR 52.212-4, vendors shall not change the name or address for EFT payments in the SAM record to reflect an assignee for the purpose of the assignment of claims.

C.3 -- PLACE OF PERFORMANCE AND PERFORMANCE PERIODS

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C.3.1 -- AGREEMENT PERIOD.

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(a) Estimated date of award is On or around June 1, 2024, with annual review modifications for duration of the VIPR agreement. An inactive SAM account will result in agreement suspension. Non-response to annual review modifications will also nullify any opportunities to make annual changes to the agreement or participate in the on-ramping process, if available, until the next annual review. The Agreement period is for five (5) years from the date of award.

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NO ORDERS OR PAYMENTS ARE GUARANTEED DURING THE DURATION OF THE

AGREEMENT PERIOD, REGARDLESS OF LENGTH. Each BPA Call/Dispatch is initiated, administered, and invoiced/paid through the Incident Host Agency, which may or may not be the US Forest Service. Vendor is advised to retain all paperwork received and to work directly with the Incident Host Agency representatives (IMTs) on incident site-specific requirements (Safe worksite practices, self-sufficiency, per diem, etc.) as well as all invoicing (corrections, payment status, etc.). See VIPR website for state forestry and DOI contact information. https://www.fs.usda.gov/business/incident/state-contacts-requirements.php?tab=tab_c.

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This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement. The government also reserves the right to utilize other (un-operated or non-mobile) commercial facilities. Orders are based on Government need and due to the nature of wild land fire, we are unable to forecast agreement use. REMINDER: IT IS THE VENDORS' SOLE RESPONSIBILITY TO ADHERE TO ALL LABOR LAWS TO INCLUDE PROVIDING THE REQUIRED WORKERS' COMPENSATION INSURANCE TO ALL EMPLOYEES. EACH INDIVIDUAL PERFORMING UNDER THIS AGREEMENT IS A SERVICE EMPLOYEE BY DEFINITION. The Government will not track, record, or manage contractor insurance records or training records under this agreement. Insurance coverage and company employee documentation is the sole responsibility of the contractor.

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An annual review will be conducted and at the discretion of the Contracting Officer, Contractors may be offered an opportunity to adjust their prices during that review period. If a revised price 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. This annual CO review period may also allow the option of an open season on-ramping of additional contractors and resources. (see Section H). Note: Allowable equipment changes will not include the addition of new resources and will not result in a change in equipment typing unless the CO has initiated the open season on-ramping process. This open season period is not guaranteed and is at the discretion of the Government.

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Annual reviews are typically scheduled during the Jan/Feb/Mar timeframe. Non-response by the set due date is vendor acceptance of all VIPR updated annual terms and conditions along with any updated DOL Wage Determination. An inactive SAM account will result in agreement suspension. Non-response also nullifies any opportunities to make annual changes to the agreement until the next annual review. It is not the Government's intent to modify the agreements during the fire season. This is an undue and unacceptable administrative burden. Modifications or inspections outside of the annual review window and/or during the active fire season (March - September annually) are not standard practice and may be substantially delayed due to the unavailability of the CO or Contract Operations staff. This is not a violation of the agreement. If a vendor chooses to adjust rates as part of the annual review/roll over process, those proposed rates are subject to the CO's fair and

reasonable price analysis for the Region/Zone. If proposed price changes fall outside the acceptable parameters, the vendor will be contacted to negotiate the rates to within the acceptable parameters. If a vendor is unwilling to negotiate or there is not CO approval of proposed roll over modification rates, then awarded VIPR agreement would either be suspended or terminated/cancelled. All negotiations must be complete within the CO determined window or VIPR agreement will be subject to suspension. This acquisition is solicited using the procurement process prescribed in Part 12, Commercial Items, and in accordance with the authority granted in FAR 13.5, Simplified procedures for Certain Commercial Items of the Federal Acquisition Regulations (FAR).

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The USFS will determine annually whether it is in the Governments best interest to initiate an open season on-ramping process to add additional Contractors and/or resources during the annual Contracting Officer (CO) review period noted in Section C.3.1. See Section E.

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(c) Agreements are valid year-round, with anticipated highest demand for resources during March-October of each year within Regions 5 & 6 Geographic areas. Potential use outside this place of performance or anticipated use period could occur at any time, to include any all hazard, fire suppression, and prescribed fire project work performed. 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.

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(d) Any order issued during the effective period of this agreement and not completed within that period shall be completed by the Contractor prior to release from the ordered incident assignment. The agreement shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the agreement's effective period.

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C.3.2 -- START WORK.

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The Contractor shall provide availability status to their selected dispatch office as listed within their agreement within 10 days after award of the Agreement. The dispatch center may require the Contractor to self-status through the Interagency Resource Ordering Capability (IROC) application. IROC is web-based and supports both PCs and mobile devices. Requesting an account within IROC, if required by the dispatch center, should be initiated as soon as possible in advance of fire season (See Section D.5 AVAILABILITY). https://famit.nwcg.gov/applications/IROC

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C.3.3 -- AGREEMENT CANCELLATION.

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

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C.4 -- AUTHORIZED PERSONNEL TO PLACE ORDERS

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

C.5 -- CLAIM SETTLEMENT AUTHORITY

For the purpose of settling claims, the successor contracting officer is any Contracting Officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency. Section C.8 -- LOSS, DAMAGE, OR DESTRUCTION gives guidance on what can be considered as a damage claim verses damage covered under the Contractor's insurance policy.

C.6 -- CHANGES TO AGREEMENTS

Changes to Agreements may only be made by the original signing procurement official or a designated successor contracting officer (as designated officially in VIPR). 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. Resources that are accepted to the incident are to be utilized as the ordered resource and type per the resource order.

Host Agency accepted noncompliant VIN/SNs or typing not listed on the current agreement would fall under this section and thus, would require a coordinated formal change to the VIPR agreement if the signing procurement official is available or an EERA executed at-incident. Any additional supplies or services requested outside of the awarded agreement also requires establishment of an at-incident procurement instrument for proper payment and compensation.

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

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or

the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

C.8 -- LOSS, DAMAGE, OR DESTRUCTION

(a) For equipment furnished under this agreement WITHOUT operator, the Government will assume liability for any loss, damage, or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this agreement WITH operator, the Government shall not be liable for any loss, damage, or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

C.9 -- FIREARM - WEAPON PROHIBITION

The possession of firearms or other dangerous weapons (18 USC 930 (g)(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 pocketknife with a blade less than 2 1/2 inches in length or a multi-purpose tool such as a Leatherman.

C.10 -- HARASSMENT 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 https://www.govinfo.gov/.

C.11 -- PRE-QUOTE MEETING (Optional)

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(a) The Government is planning pre-quote meeting(s), during which potential quoters may obtain a better understanding of the work required.

(b) Quoters are encouraged to submit all questions in writing at least five (5) days prior to the conference.

(c) Quoters are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the quoter to seek clarification prior to submitting a quote.

(d) The conference(s) will be held: Virtually and requires pre-registration.
Registration link: https://forms.office.com/g/6QPh9stNZ7.

The USDA Forest Service Equipment & Service Branch (ESB) in partnership with Regional & WO F&AM program, will host virtual Fire Vendor Outreach Sessions (FVOS) in conjunction with the State PTAC offices utilizing the Microsoft Teams platform. Vendor registration is required. Access can be achieved through a Microsoft Teams application or through your desktop (Windows or Mac), web, or mobile. We will walk through an agreement and clauses, etc.

- Thursday, Feb 29th at 1700 MT
- Tuesday, March 12th at 1700 MT

R5 & R6 In-Person Meetings
Registration link: https://forms.office.com/g/LM2Fpdbkud
Region 6 (Please refer to In-Person Registration link for locations and times)
- Tuesday, Feb 20th at 1800 PST Medford, OR.
- Wednesday, Feb 21st at 1800 PST Springfield, OR.

- Thursday, Feb 22nd at 1800 PST Redmond, OR.
- Monday, Feb. 26th at 1800 PST Wenatchee, WA.
- Tuesday, Feb. 27th at 1800 PST Spokane, WA.
- Wednesday, Feb. 28th at 1800 PST Pendleton, OR.

Region 5 (Please refer to In-Person Registration link for locations and times)
- Monday, March 4th at 1800 PST - Redding, CA.
- Tuesday, March 5th at 1800 PST - McClellan, CA.
- Wednesday, March 6th at 1800 PST - Visalia, CA.
- Thursday, March 7th at 1800 PST - San Bernadino, CA

(e) Local State Procurement Technical Assistance Centers (PTACs) will also hold various small business vendor conferences. Conferences include instruction on SAM registration, doing business with the Government, and fire basics. Please contact your local PTAC office for possible vendor conference dates

(f) VIPR system questions and technical issues can be addressed through the VIPR helpdesk. The Interagency Incident Applications Helpdesk can be contacted at (866) 224-7677 (press option 3 for VIPR/eAuth). The Interagency Incident Applications Helpdesk Web site is at https://iia-hd.peckham-enclave.us/. SAM registration issues need to be addressed through the SAM site directly: www.sam.gov

(g) With every inquiry, first, check out the Frequently Asked Questions (FAQs) which may answer your question:) https://www.fs.usda.gov/business/incident/faq.php

REMINDER: eAuthentication Instructions:
https://www.fs.usda.gov/business/incident/eauth.php

VIPR Vendor Application and Instructions:
https://www.fs.usda.gov/business/incident/vendorapp.php
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SECTION D - RESOURCE INFORMATION

D.1 -- SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain Chippers for use on a local, Regional and Nationwide basis. The Contractor is responsible for all personnel licenses, licensed

equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used on fire suppression, all-hazard incidents, and prescribed fire project work to include but not limited to: prescribed burn unit preparation, ignition, holding, and contingency. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

D.2 -- EQUIPMENT REQUIREMENTS

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D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

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Chipper unit/trailer(s) and transportation vehicle(s) shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

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D.2.1(a) -- Contractor Provided Personal Protective Equipment.

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Personal Protective Equipment (PPE). Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the PPE is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident. Contractor shall be responsible for ensuring that all personnel arrive with the following PPE:

(1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not acceptable).

(2) HARD HAT: Hardhat meeting NFPA Standard 1977 is required.

(3) GLOVES: One pair of heavy-duty leather per person.

(4) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).

(5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB.

(6) HEAD LAMP: With batteries and attachment for hardhat.

(7) FIRE SHELTER: New Generation Fire Shelter is required.

(8) FLAME RESISTANT CLOTHING (Shirt and Pants). A minimum of two full sets of flame-resistant shirt and pants. For routine fireline duties, flame resistant clothing must be certified to NFPA 1977. NOTE: It is recommended that fireline personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame-resistant fibers.

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D.2.1.1 -- MINIMUM EQUIPMENT REQUIREMENTS.

Type 1 Chipper: 18 inch minimum diameter capacity
Type 2 Chipper: 13-17 inch diameter capacity
Type 3 Chipper: 9-12 inch diameter capacity

(a) All types must be designed by manufacture to be hand fed. Chippers designed to be machine fed and intended for larger woody material are not acceptable. Units can be towed behind a vehicle or have tracks and be self-propelled.

(b) All types must have a minimum of a 3-person crew and be equipped with an in-feed mechanism that operates in forward, reverse and stop modes.

(c) Chippers may operate with only a 2-person crew, however, the chipper must be ordered and documented on the resource order that two personnel are acceptable. If two (2) crew members are ordered and documented on the resource order, $450 will be deducted from
the daily rate.

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D.2.1.2 -- All equipment and vehicles offered and under hire on this Agreement shall contain a fire extinguisher, multi-purpose 2A 10BC, that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag.
.
D.2.2 -- TRANSPORTATION.
.
(a) All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.
.
(b) If a tow-behind unit is offered, the following additional requirements apply:
(1) The vehicle must be capable of providing transportation to and from the fireline. The Contractor shall ensure that seatbelts will be available and used by every passenger in any vehicle while in motion. Vehicle MUST be 4-wheel or all-wheel drive capable.
(2) The tow vehicle shall not exceed the vehicle manufacturers rated towing limit and Gross Combined Weight Rating (GCWR).
.
D.2.2.1 -- Tire Requirements. Tires shall have load ratings in accordance with the vehicle Gross

Vehicle Weight Ratings (GVWR). All tires on the vehicles, which include the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32 for rear tires and 4/32 for steering axle tires. All-wheel drive vehicles shall have all-terrain or mud and snow tire tread on all wheels.

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D.2.2.2 -- Spare Tire. All vehicles shall have a full-size wheel mounted spare tire with a minimum of 4/32 tread. The spare tire shall be easily accessible.

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D.2.2.3 -- Prohibited Marking. Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.3 -- PERSONNEL REQUIREMENTS

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

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

(c) Contract resources must abide by the terms and position requirements of the respective agreement they are hired under.

D.3.1 -- TRAINING/EXPERIENCE.

(a) Contractor personnel are responsible for operating the equipment and feeding materials into the chipper.

(b) RT-130 Annual Fireline Refresher including fire shelter is required.*

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

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

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

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

D.5 -- AVAILABILITY

The Contractor is required to status their own availability and unavailability by using the self-status function in the Incident Resource Ordering Capability Program (IROC) database. When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

D.5.1 -- HOST DISPATCH CENTER SELECTION. (applicable to all agreements except those with designated single GACC ordering procedures)

Regional and local awards may not be made to vendors designating resource City and State location more than 450 miles away from their selected Dispatch Center.

D.6 -- ORDERING PROTOCOL FOR RESOURCES.

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

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(b) 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."

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D.6.1 -- DISPATCH PRIORITY.

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(a) 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:
(1) 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.
(2) For prescribed fire project work, dispatchers and ordering units, based on project needs and funding, can employ a local project work commuting area restriction where the ordered resource(s) as listed within the Schedule of Items (SOI) must be within a local commuting distance. This local commuting distance equates to a maximum radius of 50 miles or a distance that the contractor can reasonably be expected to travel back and forth daily to the project work site as determined by the ordering unit. The priority dispatch ranking may not be used during prescribed project work and I-BPA Contractor resources may or may not be used.
(3) Tribal preference policy established within reservation jurisdiction.
(4) 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 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.
.
(b) 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.
.
(a) All resources will be evaluated and agreements will be awarded in accordance with B.3. Resources on an awarded Agreement will be ranked on a dispatch priority list by Dispatch Center. The Agreements will be competitively awarded within the Regions dispatch centers and zone area of responsibility. Agreement intent and Government guidance is for Quoters to select the available dispatch center closest to their resource location in order to reasonably meet the Governments (Host Agencys) date and time needed for emergency incident support, as well as offer best value to the Government for travel costs for each potential dispatch/BPA Call. Since wildland fire support and locations are unknown at time of award, selection of a host dispatch center/zone outside of where the resources reside may result in loss of opportunity and failure to meet Governments critical and timely need at time of incident. For the sake of time during emergency response, Host Agency dispatch or ordering activity may use the resource location provided under the Schedule of Items (SOI) within the awarded VIPR agreements to determine through either Google maps or another similar search engine whether travel is feasible for meeting date and time required, as well as location (Incident Base Camp), required by the fire incident. This will not be a violation of the agreement. Map link:

https://www.nifc.gov/nicc/ . As described in B.6, socioeconomic status advantage will be given to those small business concerns identified in Block 10 of the SF-1449.

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(b) In addition to the award evaluation factors in B.3, criteria have been developed for some categories of equipment to assess the advantages for dispatch priority. If no additional criteria are identified, lowest price awarded resources will be ranked highest on the dispatch list.

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(c) 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: Daily Rate

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(d) Attribute, not given points: Boom feed

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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.

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D.6.3 -- ORDERING PROCEDURES FOR RESOURCES.

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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 assignments other than initial attack and prescribed fire project work.

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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.

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D.6.4 -- INFORMATION REQUIRED WHEN PLACING ORDERS.

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D.6.4.1 -- Information Provided to the Contractor.

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

(1) Resource Order Number.

(2) Incident Order Number and Name of Incident.

(3) Date and time to report to incident.

(4) Descriptive location of the designated site where the Contractor shall meet a Government

representative. A map, if available.
(5) Incident contact phone number for further information.
(6) Fire Code/Funding Code
.
(b) 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.
.
(c) 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.
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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.
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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.
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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 NWCG Standards for Interagency Incident Business Management. Reference D.21.8.1.2. 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 PERSONNEL CHANGE OUT.
.
(a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of incident personnel (work/rest and length of assignment guidelines are not applicable to the equipment itself). Additional information about work/rest for incident personnel can be found in the PMS 902

NWCG Standards for Interagency Incident Business Management (formerly the Interagency Incident Business Management Handbook).

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

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(c) Length of Assignment. Contracted resources are not restricted by length of assignment. In order to limit disruption to operations, reduce strain on the ordering system, and reduce unnecessary mobilization and demobilization of these resources, vendors are encouraged to utilize and manage a resource operator rotation schedule that meets work/rest guidelines and the staffing requirements of the resource. Regardless of extension duration, two mandatory days off will be provided prior to the twenty-second day of the assignment.

To adhere to length of assignment guidelines and manage the days of rest, the incident has the option to:

(1) Release personnel (and resource) after a 14-day assignment, or

(2) Allow the Contractor to provide replacement personnel. Replacement personnel are subject to work/rest and length of assignment guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel, or

(3) Allow an extension for personnel assigned to the resource. With the Government's agreement, the contractor may choose to have the personnel remain at the incident base camp and not be placed on shift to allow proper rest. The equipment is not paid when the Contractor is off shift in compliance with the length of assignment guidelines. Refer to D.21.8.3(d). Note: Contractor personnel do not need to complete a Resource Extension Request Form as referenced in the NWCG Standards. Days off must be documented on the Shift Ticket.

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D.6.8 -- DEMOBILIZATION.

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The Incident Commander will determine the priority of demobilization for both suppression and severity assignments. For all other project work, the Government representative directing and managing project work for the order Agency determines priority of demobilization.

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D.6.9 -- RELEASE.

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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.

(a) 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).

(b) 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, except for 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 have a complete copy of their most current agreement in their possession at all times. The incident may make a photocopy of this agreement; however, it remains the property of the Contractor.

Full copies of any I-BPA agreement can be downloaded and printed from the VIPR website at: https://www.fs.usda.gov/business/incident/vipragreements.php?tab=tab_d

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. A campsite, if provided, is limited to the space necessary for sleeping tents. 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)). NOTE: Severity Incident assignments and Prescribed Fire Project Work often are not associated with a formal incident base camp where meals and campsites are provided. An overnight allowance may or may not be authorized and is at the Government's discretion.

The government is not responsible for providing space for recreational vehicles (RV), including but not limited to travel trailers and motorhomes. At the governments sole discretion contractors may be required to relocate RVs away from the incident (ICP, incident base, or camps).

If the contractor is required to relocate an RV the government shall not be responsible for monitoring off-site locations nor incur any costs for the offsite camp location including, but not limited to, mileage to and from the ICP/remote base camp or fire line assignments, camping fees, utility costs etc. The government shall not be responsible for any damages or theft that occur because of the relocation of the RV.

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 contractor's job site foreman shall be considered the Contractor's Representative for this Agreement.

D.14 -- FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 -- FIRST AID RESPONSIBILITY.

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. ground or air ambulance transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 -- MEDICAL INSURANCE.

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. The Government will not track, record, or manage contractor insurance records under this agreement. Insurance coverage and documentation is the sole responsibility of the contractor.

D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

(a) 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.

(b) AQUATIC AND INVASIVE SPECIES (AIS) PREVENTION.
All resources under this agreement shall adhere to the requirements of NWCG publication PMS 444, Guide to Preventing Aquatic Invasive Species Transport by Wildland Fire Operations, including the following measures for Aquatic and Invasive Species prevention:

All resources that handle water are required to use a functioning foot valve while on assignment. A foot valve must be located at the end of the draft hose; check valves located in the pump, at the tank or other locations are not an acceptable alternative. All draft hose(s) and foot valve(s) shall arrive at the incident or designated inspection point clean and dry. The government may, at any time, inspect

for compliance with this requirement.

(c) DECONTAMINATING GROUND EQUIPMENT.
Before moving to a new water source (in a different watershed), decontaminate all external and internal surfaces of foot valve and draft hose. Three options are:
1. Power wash with hot water (140 F, allow spray to contact surfaces for 2 minutes) using a hot pressure washer (e.g., a Hotsy). OR
2. Dry the gear in the hot sun until completely dry to the touch (sunlight intensifies the decontamination process). OR
3. Use a chemical solution (see Appendix A: Decontaminating with Chemical Disinfectants). Surfaces of the drafting hose and foot valve can be decontaminated by coiling and submerging in a bucket filled with disinfectant or by spray application with a backpack pump or a large spray bottle. Consider carrying spare, clean, dry draft hoses and foot valves to switch out with used ones when moving to a new water source.
*As referenced in the National Wildfire Coordination Group (NWCG) publication PMS 444 Guide to Preventing Aquatic Invasive Species Transport by Wildland Fire Operations (https://www.nwcg.gov/sites/default/files/publications/pms444.pdf), Chapter 4 Ground Operations.

D.16 -- TECHNICAL EVALUATION PROCESS
D.16.1 -- TECHNICAL EVALUATION
(a) All resources submitted must pass a Technical Evaluation prior to being considered for award. See technical quote submittal requirements listed in SECTION E -- SOLICITATION PROVISIONS: E.1 -- INSTRUCTIONS TO OFFERORS and E.2 -- INSTRUCTIONS FOR SUBMITTING TECHNICAL QUOTES.

D.16.2 -- POST AWARD INSPECTION

(a) All or partial resources offered within your VIPR quote may be selected for follow-on hands-on inspection by the Regional Contract Operations program representative. Those inspections will be coordinated and conducted by that representative. You can find your regional POC at this website under Contract Operation Specialist:
https://www.fs.usda.gov/business/incident/contacts.php?tab=tab_c.

D.17 -- INCIDENT PRE-USE INSPECTION

(a) 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 may perform inspections.

(b) 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 come into compliance within the time granted by the government representative, payment will be made for travel to and from the incident or point of inspection, no payment will be made for the time that the resource was not available. 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)). Due to priority of direct support during the fire season, Government workers may be unavailable for both inspections and modifications for an extended period of time. Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

D.19 -- WORKMANSHIP

(a) All work under this Agreement shall be performed in a safe manner to a professional and workmanlike 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, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, unprofessional, 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.

(b) Contractor shall be responsible for ensuring all it's employees wear proper incident attire, as follows (PPE, if required for specific resources, will be detailed in the agreement at D.2):
(1) FOOTWEAR: Closed toe shoes must be worn while providing services on an incident assignment. Sandals and/or flip flops are not acceptable footwear while working on an incident.
(2) CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans.
The Incident Commander may release from an incident assignment any Contractor employee who is not wearing proper incident attire in accordance with D.19 -- Workmanship.

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

D.19.1 -- INCIDENT BEHAVIOR.

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or

physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D.20 -- PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluator's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain the Contractor's 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). Completed Performance Evaluations can be emailed to the following email address: Perform.ct5w8ujitbvot9yi@u.box.com.

D.21 -- PAYMENTS

(a) Payments will be made in accordance with D.21.8.

(b) When equipment is ordered for severity assignments as Prescribed Fire Project Work, the following payment will be made:

(c) Table D.21 -- SEVERITY INCIDENTS & PRESCRIBED FIRE PROJECT RATES

Severity Incidents & Prescribed Fire Project Rates are paid at 75% of the daily rate for 10 hours or less, excluding meal breaks. For greater than 10 hours, including travel time, the full daily rate applies.

Severity only: If a resource is mobilized to an incident within the 10-hour severity period the payment will revert to the full daily rate. If the mobilization occurs outside the 10-hour severity period they will

be released from their severity assignment and the suppression rates will be applied under the first and last day language of the Agreement. In no case shall the daily rate be exceeded.
(1) Severity Incident assignments & Prescribed Fire Project Work are at the discretion of the Contractor to accept or reject. Rejecting either a severity assignment or prescribed fire project work will not affect placement on the suppression dispatch priority list (DPL) or preclude a Contractor from being offered a suppression assignment at full daily rate.
(2) Severity Incident assignments & Prescribed Fire Project Work often are not associated with a formal incident base camp where meals and campsites are provided. If a base camp is not established, RON (see D.21.5) may or may not be authorized at the Government's discretion, and this allowance will be annotated on the Resource Order (RO).

D.21.1 -- [RESERVED]

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 $100 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).

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

(b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), whichever is less. Double occupancy of hotel rooms is required. If the crew has an odd number of male or female crew members, an additional room may be

authorized. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.

(c) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at www.gsa.gov. As with lodging, actual meal expenses may be authorized as coordinated in advance and managed by the Host Agency and/or IMT.

(d) If warranted by a lack of available lodging at established rates, actual lodging expenses may be authorized. Authorization must be coordinated in advance and documented in writing by a Host Agency Administrator (AA) or local Agency Incident Business Specialist on either an ICS-213 general message form in or in the remarks on the Resource Order (RO). Actuals will not exceed the current FTR allowances per FTR Bulletin 18-09 or latest published bulletin calculating actual expense reimbursement located here: https://www.gsa.gov/policy-regulations/regulation/federal-travel-regulation?gsaredirect=ftr.

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

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

D.21.6 -- FOOD & DRINK.

(a) 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.

(b) After that time, when Government subsistence at incident camps is 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.

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

(d) Severity Incident assignments & Prescribed Fire Project Work often are not associated with a formal incident base camp where meals and campsites are provided. If a base camp is not established, RON (see D.21.5) and FOOD & DRINK (D.21.6) may or may not be authorized at the

Government's discretion, and this allowance will be annotated on the Resource Order (RO).

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

(a) The ordering agency is responsible for payments. Payments for resources shared between incidents without reassignment in IROC will be the responsibility of the original ordering agency. See Exhibit B for complete agency payment office information.

(b) 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 in the agreement that is in effect at the time of the order.

(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. For severity assignments and project work in which the contractor is allowed to return to its resource location during off-shift time, mileage/travel is not paid for daily commute to and from work site/reporting location.

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

(a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty-day

(operational period, see Exhibit A).

(b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.

(c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to:
(1) accomplish immediate and critical suppression objectives, or
(2) address immediate and critical firefighter or public safety issues.

(d) As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.

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

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

D.21.8.3 - Exceptions.

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

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

(c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within

24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.

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

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

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

D.21.9 -- INVOICING PROCESS.

D.21.9.1 -- The Contractor shall have one copy of the complete Agreement for the assigned incident.

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

D.21.9.3 -- The Finance Unit or designated representative will receive vendor's commercial invoices and documents providing itemized breakdown charges. They will validate with shift tickets, review, sign, and submit to the payment center.

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will sign commercial invoices and submit them to the payment center.

D.21.9.5 -- The incident will submit a payment package including all signed originals, including a detailed invoice that supports each day's activity, and a copy of SF-1449 or OF-294, copy of resource order, supporting documentation per the NWCG Standards for Interagency Incident Business Management (i.e., repair orders, commissary issues, findings and determinations for claims, and any

other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office.

D.22 -- REPLACEMENT OF RESOURCES

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(a) At the discretion of the CO for this agreement, this award may be modified to replace resources with an equal or better resource at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use. This replacement modification must be issued and executed through the VIPR program and new resources must appear on the agreement and dispatch priority list prior to being utilized. The intent is for all requested changes to be submitted and accepted prior to the fire season. It is not the Governments intent to modify and have an open avenue for continuous changes to the agreements during the fire seasons.

(b) Additional resources may not be added to the agreement unless an open season on-ramping process is initiated during the annual roll over/CO review timeframe.

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

Provided as a separate attachment

SECTION E - SOLICITATION PROVISIONS

E.1 - INSTRUCTIONS TO OFFERORS

52.212-1 -- Instructions to Offerors-Commercial Items (SEP 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition

(1)Is set aside for small business and has a value above the simplified acquisition threshold;

(2)Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(3)Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. See B.7 -- SUMMARY.

(c) Late submissions, modifications, revisions, and withdrawals of offers.
(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
(C) If this solicitation is a request for proposals, it was the only proposal received.
(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if,

before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

(e) Unique entity identifier.(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM). The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(f) [Reserved]

(g) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award;
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision).

E.2 - INSTRUCTIONS FOR SUBMITTING TECHNICAL QUOTES.

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INSTRUCTIONS FOR SUBMITTING TECHNICAL QUOTE:

Equipment and training questions can be directed to the appropriate USFS Contract Operations Specialists POCs: https://www.fs.usda.gov/business/incident/contacts.php?tab=tab_c

The following information is for the preparation and submission of the technical portion of your quote.

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The purpose of this section is to establish requirements for the format and content of the technical quote portion so that all VIPR I-BPA quotes contain required information and can be evaluated equitably. Offerors are instructed to read the entire solicitation document, including all attachments, prior to preparing and submitting your offer.

(1) Offerors shall note their technical quote will be evaluated, and a PASS/FAIL decision will be made based on the information received. The Government will rely only on the information provided by the Offerors to evaluate the operational acceptability of the equipment or resource. Omission of any information from the technical quote requirements may result in rejection of the offer.

(2) Offerors are expected to follow the detailed instructions carefully and submit the required information in the format and with the content specified, providing all required information.

(3) Failure to provide information in the format requested may be found unacceptable and may be rejected without further consideration if the Contracting Officer determines that a significant revision or addendum to the Offerors quote would be required to permit further evaluation.

(4) The required technical quote pictures and documents have been specifically tailored to allow the agency to determine the operational acceptability by validating the equipment or resource meet certain minimum requirements. This includes but is not limited to validating the resource exists, the VIN or serial number is accurate, the resource type is correct, and any claimed advantages or attributes are accurate.

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Offerors are responsible for the accuracy of its quote. Completeness, clarity, and relevance of the technical quote are of utmost importance to the submission process. The quote submission shall be valid for one hundred and thirty (130) calendar days from the quote due date.

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TECHNICAL QUOTE FORMAT AND SUBMISSION:

Offerors shall complete and submit all required Technical Evaluation pictures and documents in the VIPR Vendor Application. Submission of Technical Evaluation information outside of the VIPR Vendor

Application may result in your offer not being accepted. All required pictures and documents must be included in your quote by the closing date of the solicitation to be considered for an award. Resources that fail to provide required Technical Evaluation pictures and documents will not receive an award or be placed on a DPL and available for assignments.

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Technical Quote pictures and documents must be included by the closing date of the solicitation to be considered for an award.

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TECHNICAL QUOTE SUBMITTAL REQUIREMENTS FOR: CHIPPER

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FACTOR 1: Demonstrate Resource Operational Acceptability per D.2 -- EQUIPMENT REQUIREMENTS

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You must provide a minimum of four (4) pictures/files of this resource to include:
-- Two (2) pictures of the resource being offered. Each picture should include a view of the entire resource, as close as possible to fill the entire frame and clearly identify the equipment or resource. You must provide one (1) picture from the left and one (1) picture from the right. Each picture shall include a complete view of the entire side of the resource.
-- One (1) picture of chipper VIN or serial number. Picture must show entire VIN or serial number and all characters must be clearly shown and readable.
-- Manufacturer's documentation indicating the size of material the chipper is designed to accommodate.

E.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause that the Contracting Officer has indicated as being incorporated by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAY 2024)
Offerors who have not completed the annual representations and certifications electronically in the System of Award Management (SAM) or who have changes to their reps and certs need to complete or update their information in SAM in order to be eligible for award.

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

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

TITLE
Exhibit A – Definitions & Abbreviations
Exhibit B – Payment Office Information
Exhibit C – Harassment-Free Workplace Policy
Exhibit D – DOL Wage Determination
Exhibit E – Standard Contractor Performance Report
Exhibit F – Safety Standards
Exhibit G – Emergency Equipment Shift Ticket OF-297
Exhibit H – Geographic Area Terms & Conditions
Exhibit I – Contractor Associations and Public Education Providers
Exhibit J – Not Applicable
Exhibit K – Not Applicable
Exhibit L – Geographic Area Map
Exhibit M – Not Applicable
Exhibit N – Not Applicable
Exhibit O – Not Applicable

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.

CBA – Choosing by Advantages

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) – 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 equipped with a dozer type blade that may have had other modifications to allow the machine to work on steep grades. 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

FMVSS – Federal Motor Vehicle Safety Standards

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

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.

IROC - Incident Resource Ordering Capability

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.

PRESCRIBED FIRE PROJECT WORK – The class of work assignments that are related to priority fuels work targeting the reduction of wildfire threats to communities, critical infrastructure, public health and safety, and natural resources. Examples of appropriate activities may include, but are not limited to, prescribed burn unit preparation, ignition, holding, and contingency.

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).

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

RON – Remain Over Night

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.

SIIBM – NWCG Standards for Incident Business Management

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. All tandem axle configurations must be equipped with a tandem axle interlock (power divider).
- 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

PH: 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

PH: 1-877-480-9724

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

Payment Team Group Email:
NIFC_Suppression_Invoices@nps.gov

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

BUREAU OF INDIAN AFFAIRS
BIA/OCFO, Division of Accounting Operations
12201 Sunrise Vally Drive, MS-244
Reston, VA 20192

Payment Team Group Email:
ia_cfo_firepayments@bia.gov

FISH & WILDLIFE SERVICE
NIFC – US Fish and Wildlife Service
Branch of Fire Management
3833 S. Development Avenue
Boise, ID 83705

PH: 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 Daniel W. Simms Director Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 1995-0221 Revision No.: 69 Date Of Last Revision: 01/16/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	With certain exceptions, Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 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 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders 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		25.61

Continental U.S.	25.61
Hawaii and American Samoa	25.32
05000 - Automotive Service Occupations	
05190 - Motor Vehicle Mechanic	
Alaska	36.17
Hawaii and American Samoa	24.01
Midwestern Region	28.54
Northeast Region	26.79
Southern Region	24.96
Western Region	28.88
05220 - Motor Vehicle Mechanic Helper	
Alaska	26.16
Hawaii and American Samoa	18.48
Midwestern Region	18.49
Northeast Region	20.87
Southern Region	16.09***
Western Region	19.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	21.73
Hawaii and American Samoa	21.69
Midwestern Region	18.21
Northeast Region	20.66
Southern Region	14.86***
Western Region	22.67
07041 - Cook I	
Alaska	18.72
Hawaii and American Samoa	18.26
Midwestern Region	13.38***
Northeast Region	16.72***
Southern Region	12.74***
Western Region	15.25***
07042 - Cook II	
Alaska	21.56
Hawaii and American Samoa	20.40
Midwestern Region	15.09***
Northeast Region	18.82
Southern Region	14.36***
Western Region	17.22***
07070 - Dishwasher	
Alaska	16.03***
Hawaii and American Samoa	17.54***
Midwestern Region	10.83***
Northest Region	11.62***
Southern Region	11.26***
Western Region	11.68***
07130 - Food Service Worker	
Alaska	16.35***
Hawaii and American Samoa	16.26***
Midwestern Region	12.78***
Northeast Region	15.31***
Southern Region	12.10***
Western Region	13.29***
07210 - Meat Cutter	
Alaska	26.66
Hawaii and American Samoa	25.88
Midwestern Region	22.46
Northeast Region	26.16

Southern Region	18.75
Western Region	24.54
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	31.26
Continental U.S.	22.76
Hawaii and American Samoa	25.61
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	30.03
Hawaii and American Samoa	23.39
Midwestern Region	21.59
Northeast Region	21.09
Southern Region	17.85
Western Region	23.09
21150 - Stock Clerk	
Alaska	19.39
Hawaii and American Samoa	15.29***
Midwestern Region	17.14***
Northeast Region	16.91***
Southern Region	16.43***
Western Region	17.36***
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	38.08
Continental U.S.	39.17
Hawaii and American Samoa	39.37
23022 - Aircraft Mechanic II	
Alaska	39.52
Continental U.S.	40.18
Hawaii and American Samoa	40.97
23023 - Aircraft Mechanic III	
Alaska	41.71
Continental U.S.	41.99
Hawaii and American Samoa	42.98
23040 - Aircraft Mechanic Helper	
Alaska	29.86
Continental U.S.	29.45
Hawaii and American Samoa	28.42
23060 - Aircraft Servicer	
Alaska	33.36
Continental U.S.	33.59
Hawaii and American Samoa	32.99
23160 - Electrician, Maintenance	
Alaska	42.97
Hawaii and American Samoa	37.04
Midwestern Region	32.27
Northeast Region	34.60
Southern Region	27.60
Western Region	32.97
23440 - Heavy Equipment Operator	
Alaska	35.17
Hawaii and American Samoa	25.01
Midwestern Region	28.54
Northeast Region	26.79
Southern Region	24.96
Western Region	28.87
23470 - Laborer	

Alaska	21.34
Hawaii and American Samoa	20.71
Midwestern Region	17.36***
Northeast Region	17.50***
Southern Region	14.13***
Western Region	16.41***
23530 - Machinery Maintenance Mechanic	
Alaska	40.13
Hawaii and American Samoa	39.60
Midwestern Region	24.74
Northeast Region	25.88
Southern Region	19.61
Western Region	24.55
23580 - Maintenance Trades Helper	
Alaska	29.33
Hawaii and American Samoa	22.62
Midwestern Region	23.30
Northeast Region	21.75
Southern Region	19.59
Western Region	20.21
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	31.46
Hawaii and American Samoa	31.88
Midwestern Region	25.03
Northeast Region	32.61
Southern Region	21.34
Western Region	28.73
27101 - Guard I	
Alaska	20.67
Hawaii and American Samoa	19.08
Midwestern Region	16.23***
Northeast Region	27.15
Southern Region	15.72***
Western Region	16.89***
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	31.46
Hawaii and American Samoa	29.91
Mid Western Region	27.95
Northeast Region	25.87
Southern Region	28.44
Western Region	26.58
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	29.50
Hawaii and American Samoa	19.16
Midwestern Region: 1 1/2 to 4 tons	24.32
Midwestern Region: over 4 tons	25.42
Midwestern Region: under 1 1/2 tons	18.20
Northeast Region: 1 1/2 to 4 tons	24.92
Northeast Region: over 4 tons	26.00
Northeast Region: under 1 1/2 tons	19.33
Southern Region: 1 1/2 to 4 tons	22.19
Southern Region: over 4 tons	23.06
Southern Region: under 1 1/2 tons	12.37***
Western Region: 1 1/2 to 4 tons	22.89
Western Region: over 4 tons	23.53

Western Region: under 1 1/2 tons	14.39***
31361 - Truckdriver, Light	
Alaska	27.62
Hawaii and American Samoa	15.13***
Midwestern Region	18.20
Northeast Region	19.33
Southern Region	12.37***
Western Region	14.39***
31362 - Truckdriver, Medium	
Alaska	29.89
Hawaii and American Samoa	19.14
Midwestern Region	24.31
Northeast Region	24.96
Southern Region	22.14
Western Region	22.89
31363 - Truckdriver, Heavy	
Alaska	31.60
Hawaii and American Samoa	20.89
Midwestern Region	25.42
Northeast Region	26.00
Southern Region	23.03
Western Region	24.40
31364 - Truckdriver, Tractor-Trailer	
Alaska	33.29
Hawaii and American Samoa	21.15
Midwestern Region	30.22
Northeast Region	26.18
Southern Region	24.19
Western Region	24.89
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	21.49
Hawaii and American Samoa	20.40
Midwestern Region	15.09***
Northeast Region	18.82
Southern Region	14.35***
Western Region	17.22***
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	26.69
Hawaii and American Samoa	27.42
Midwestern Region	24.02
Northeast Region	25.39
Southern Region	26.32
Western Region	24.21
(not set) - Quality Assurance Representative II	
Alaska	34.93
Hawaii and American Samoa	32.59
Midwestern Region	29.63
Northeast Region	31.52
Southern Region	27.83
Western Region	29.35
(not set) - Quality Assurance Representative III	
Alaska	37.17
Hawaii and American Samoa	35.49
Midwestern Region	34.91
Northeast Region	37.08

Southern Region	32.93
Western Region	35.20
(not set) - Chief Cook	
Alaska	28.54
Hawaii and American Samoa	34.21
Midwestern Region	25.15
Northeast Region	30.46
Southern Region	23.07
Western Region	28.03
(not set) - Environmental Protection Specialist	
Alaska	45.02
Hawaii and American Samoa	41.63
Midwestern Region	37.87
Northeast Region	45.43
Southern Region	38.56
Western Region	39.88
(not set) - Fire Safety Professional	
Alaska	45.00
Hawaii and American Samoa	41.67
Midwestern Region	37.87
Northeast Region	45.43
Southern Region	38.56
Western Region	39.88
(not set) - Aircraft Quality Control Inspector	
Alaska	39.84
Continental U.S.	40.96
Hawaii and American Samoa	41.19
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	15.77***
Hawaii and American Samoa	14.59***
Midwestern Region	13.48***
Northeast Region	15.37***
Southern Region	10.60***
Western Region	13.12***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75 per hour) or 13658 ($13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.36 per hour, up to 40 hours per week, or $214.40 per week or $929.07 per month

HEALTH & WELFARE EO 13706: $4.93 per hour, up to 40 hours per week, or $197.20 per week, or $854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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): $2.36 per hour, up to 40 hours per week, or $94.40 per week, or $409.07 per month 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 $5.36 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): $1.93 per hour, up to 40 hours per week, or $77.20 per week, or $334.53 per month 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 $4.93 per hour, up to 40 hours per week. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

** 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 hotoflash 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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 2015, 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 procedures 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 programes; (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

CONTRACTOR PERFORMANCE RATING (May 2020)		
Contractor/Company Name	**Resource Type and Equipment ID** (Engine/Dozer/Water Tender/etc.)	**Fire Name and Number**
Agreement Number **Contracting Officer Name**	**Equipment Resource Order #**	**Dates covered by this evaluation**

Evaluation Form Instruction: The intent of this form is to communicate information from the incident to contracting officers, contracting officer representatives and administrators. Please ensure that contact information is correct and **LEGIBLE** so that follow up communication is possible, when needed. This form is available for use by any government representative that interacts with vendors (IE: fire line supervisors, dispatchers, finance sections, inspectors, ets.)

In Summary:

- ✓ Check either SATISFACTORY or UNSATISFACTORY for each question.
- ✓ Use the space allowed to provide a short synopsis or bullet-points, as needed. A narrative/justification is **not** necessary for vendors that were rated Satisfactory in all categories on this evaluation. Additional pages can be used as need.

Quality of Service: Was the Vendor's *Quality of Service* (knowledge of the job, physical condition of personnel, attitude, decisions under stress, initiative, use of safe practices, crew organization, performance of resource, equipment organization/reliability, and supervisory performance) satisfactory on this incident?

☐ SATISFACTORY ☐ UNSATISFACTORY

Narrative/justification:

Timeliness: Did the Contractor arrive when instructed and complete assigned work in a timely and satisfactory manner while on the incident?

☐ SATISFACTORY ☐ UNSATISFACTORY

Narrative/justification:

Business Relations: Did the Contractor complete administrative work as required (IE: check in, finance and demob) and conduct themselves in a professional and satisfactory manner while on the incident?

☐ SATISFACTORY ☐ UNSATISFACTORY

Narrative/justification:

Rated by (Government signature):	Home Unit Phone Number and Address:	Date:
Printed Name / Position on Incident:		

Contractor Comments:		
Resource Operator/Lead (Signature):	Printed Name: Phone Number:	Date:

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

****EXAMPLE - MOBILIZATION****

Emergency Equipment Shift Ticket

1. Agreement Number: 1202SB23T0000	2. Contractor/Agency Name: ABC Dozer Company	3. Resource Order Number: E-1
4. Incident Name: Big Creek	5. Incident Number: KY-DBF-240035	6. Financial Code: P8A1B2 0802

7. Equipment Make/Model: Cat D6	8. Equipment Type: DOZ2	9. Serial/VIN Number: 12345	10. License/ID Number: ABC-1

11. If applicable check and complete the following boxes. Use MILITARY TIME and/or real odometer reading. 12. Transport Retained? Yes [X] No [ ]

Equipment

13. Is this a First/Last Ticket? (Check if yes) Mobilization [X] Demobilization [ ]

14. **Miles** [X] **Hours** [ ] (Applies to blocks 16-18 below)

Blocks 19-20 Special Rates, indicate type and quantity (ex: 1 Day)

15. Date	16. Start	17. Stop	18. Total	19. Quantity	20. Type	21. Note Travel/Other remarks
5/1/2024	50050	50150	100			Travel; work Div D to 2030
5/2/2024	50150	50175	25			Line construction Div D; downtime

Personnel

22. Date	23. Operator Name (First & Last)	24. Start	25. Stop	26. Start	27. Stop	28. Total	29. Note Travel/Other remarks
5/1/2024	Tom Transitor	0600	1200	1230	2030	14	Travel 0600-0800
5/1/2024	Daisy Dozier	0600	1200	1230	2030	14	Same travel, sick @ EOS
5/2/2024	Tom Transitor	0600	1200	1230	2030	14	
5/2/2024	Diana Dozier	0600	1200	1230	2030	14	partial crew swap

30. Remarks – Provide details of any equipment breakdown or operating issues. Include other information as necessary.

Daisy felt sick after return on 5/1; Diana replaced her on 5/2. Downtime on 5/2 was 1600-1800.

31. Contractor/Agency Representative (Printed Name) Diana Dozier	32. Contractor/Agency Representative (Signature)
33. Incident Supervisor (Printed Name & Resource Order number) T.F. Leader, O-23	34. Incident Supervisor (Signature)

OPTIONAL FORM 297 (REV. 5/2024)
USDA/USDI

EXHIBIT H - GEOGRAPHIC AREA TERMS AND CONDITIONS

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ALL REGION 6 VENDORS ARE REQUIRED TO SELF-STATUS THEIR RESOURCE(S) IN IROC, FORMERLY KNOWN AS RESOURCE ORDERING STATUS SYSTEM (ROSS). To access IROC, Vendors must have a NAP Account. Click on the following link to learn how to request a NAP Account and to self-status your resource(s):
https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd1002873.pdf. A Vendor Web Status Module (Video) can be found at the following link:
https://iroc.nwcg.gov/kb_view.do?sysparm_article=KB0010252

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(a) By accepting a dispatch/order to a non-Federal incident, the vendor is accepting the additional terms and conditions as required by the hosting agency, to include any state forestry entity. Agreement rates at time of dispatch stand and will not be re-negotiated based on host agency or location. State payment POCs for invoices and state forestry-specific requirements for payments will be posted on the VIPR website: https://www.fs.usda.gov/business/incident/state-contacts-requirements.php?tab=tab_c

Zone Supplement to D.1 -- SCOPE OF AGREEMENT "The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement." To provide further clarification of this at-incident VIPR agreement administration role, the Contractor will be assigned an immediate Government representative that will administer the aspects of the agreement to include,

(1) Verifying that the contractor performs the requirements of the contract in accordance with the contract terms, conditions and specifications

(2) Maintain liaison and direct communications with the contractor during entire fire assignment

(3) Monitor the contractor's performance, notify the contractor of deficiencies observed during surveillance, and direct appropriate action to effect correction

(4) Review and sign daily all Shift Tickets (OF-297)

(5) Fill out, discuss with Contractor, and sign any necessary performance reviews on the provided VIPR Performance Review Form in an effort to document performance that may have been outstanding in nature or requires Contractor improvement. Please note, Performance Reviews are not required to be submitted to the signing Contracting Officer for every fire assignment unless performance clearly needs to be addressed.

Mobilization Guide: https://www.nifc.gov/nicc/mobguide/index.html

Dispatch Center POCs: https://www.nifc.gov/nicc/

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(b) Open Season On-Ramping. If permissible, the USFS will determine whether it would be in the Government's best interest to initiate an open season on-ramping process each year during the

annual Contracting Officer's review period. This may be done in response to Fire and Aviation Management program office needs, competition levels, or other factors. When initiated by the Regional program offices, the open season on-ramping process would allow additional contractor awards and an opportunity for current awardees to add new resources to their agreements.
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(c) Implementation of on-ramping would be subject to the following conditions:
(1) An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action.
(2) An open season solicitation is issued under current Federal procurement law.
(3) Any Offeror already possessing an agreement will automatically be given an opportunity to submit new resources as part of the CO annual review and roll over modification process. All proposed resources are subject to the original award criteria.
(4) Any new Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a quote through the VIPR system in response to the solicitation.
(5) The award decision under the open season solicitation is based upon the same evaluation factors/sub-factors as the original solicitation.
(6) A new Offerors quote must meet all of the Acceptability Pass/Fail Criteria of the original solicitation.
(7) The terms and conditions of any resulting new IBPA awards are identical to the original awards and solicitation, to include period of performance.
(8) Immediately upon on-ramping and at conclusion of the CO annual review/roll over modification period, any additional Contractors or accepted new resources to existing agreements are eligible to receive dispatches/BPA Calls with the same ordering procedures as listed within the agreement.
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EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS
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REGION 6 MOU TRAINING PROVIDERS:

All persons working under an agreement requiring wildland fire training shall utilize an approved training provider to meet agreement requirements in Section D.3.1 TRAINING/EXPERIENCE

--Training can be obtained from MOU Training Providers
-Region 1
-Region 6 at: https://www.fs.usda.gov/detail/r6/workingtogether/contracting/?cid=fseprd971768
--If training has been taken from other entities or in other Regions where formal agreements are in place with the US Forest Service for that entity to train vendor owned resources those can be accepted after the certificates have been vetted through the PNWCG Training Committee.

Training taken by providers not listed on the Region 6 Contract Operations website will cause the resource to become noncompliant during the pre-use inspection.

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Local fire departments and Federal agencies provide training opportunities. Contact closest dispatch center for further details at https://www.nifc.gov/nicc/. Community colleges and recreation centers hold training depending on location. Various Wildland Fire Academies also provide training. State fire training POCs can be found here: https://www.usfa.fema.gov/pocs/.

EXHIBIT L

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To view a map of Geographic Areas: https://www.nifc.gov/nicc/geographic-areas

To view the Region 6 Dispatch Boundary Map:
https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd890376.pdf

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