

**SECTION B**

The intent of this solicitation is to obtain the services of a mechanic with a service truck as defined in this solicitation, for local, Regional, and Nationwide fire suppression and all-risk incidents.

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

Exhibit H contains requirements specific to the various State and Federal Agencies.

**Pricing and Estimated Quantity**

This solicitation will result in multiple agreements. The dollar limitation for any individual order is \$100,000.00. Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

Proposed rates shall include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers' compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractor's representative attendance at the operational period briefings should also be included. If the resources are provided fully-operated, Contractors shall be prepared to operate up to 16 hours per day (or as otherwise specified). The Finance Unit will work in tandem with Fire Operations to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

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

**BASIS OF AWARD**

The Government intends to award

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

**METHOD OF AWARD - CASCADING SET-ASIDE PROCEDURE:**

(User Note: CO's shall also review this acquisition for offering under the 8(a) program (Ref. FAR 19.800(e)) and document as part of the market research to determine set-aside. If offered to 8(a), modify the following provision and solicitation clauses accordingly.)

1. Multiple awards of Blanket Purchase Agreements (BPA) resulting from this solicitation will be made using the following cascading set-aside order of preference: (CO to tailor based on results of market research).

a. In accordance with FAR Subpart 19.13, awards will be made on a competitive basis first to responsible, eligible HUBZone small business concerns. (Refer to Section C, Clause C.1, 52.219-3, Notice of Total HUBZone Set-Aside. This clause is applicable only to this tier of the solicitation, not the solicitation in its entirety.)

b. If there are insufficient HUBZone small business concerns to meet the anticipated need, additional awards will be made in accordance with FAR Subpart 19.14, to responsible, eligible Service Disabled Veteran Owned Small Business (SDVOSB) concerns. (Refer to Section C, Clause C.1, 52.219-27, Notice of Total Service-

Disabled Veteran-Owned Small Business Set-Aside. This clause is applicable only to this tier of the solicitation, not the solicitation in its entirety.)

c. If there are insufficient HUBzone and SDVOSB concerns to meet the anticipated need, additional awards will be made in accordance with FAR Subpart 19.5, to responsible small business concerns.

2. Orders issued against awarded BPAs will be made using the following order of preference: (CO to tailor based on results of market research).

a. Any order issued under the awarded BPAs will be made first to a HUBZone small business concern. Priority ranking for dispatch among HUBZone concerns will be determined using the method described in D.6.2.

b. If there are no HUBZone small business concerns available, orders will be issued to a SDVOSB concern. Priority ranking for dispatch among SDVOSB concerns will be determined using the method described in D.6.2.

c. If there are no HUBZone or SDVOSB concerns available, orders will be issued to small business concerns. Priority ranking for dispatch among small business concerns will be determined using the method described in D.6.2.

A single resource may be awarded under multiple resource categories and/or typing. However, 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 considered withdrawn. Prospective offerors are cautioned to carefully consider the solicitations to which they respond.

#### SUMMARY

##### THE CONTRACTOR SHALL:

1. Submit a quote in the Virtual Incident Procurement (VIPR) System (see E.1 52.212-1 Instructions to Offeror in Section E). A user guide is available at <http://www.fs.fed.us/business/incident/vipr.php>.
2. If the Contractor chooses not to complete "FAR 52.212-3, Offeror Representations and Certifications - Commercial Items" (see E.3) on-line, then a completed copy of this clause shall be submitted with the quote.
3. Register in or update information in CCR.

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

NOTE: The Virtual Incident Procurement (VIPR) System will be used by the Forest Service for all pre-season incident procurements. In order to respond to solicitations issued through VIPR, Vendors must obtain Level 2 eAuthentication, which provides the ability to conduct official electronic business transactions via the internet. Additional information regarding eAuthentication can be obtained at: <http://www.fs.fed.us/business/incident/eauth.php>  
OR by contacting your local acquisition office: <http://www.fs.fed.us/business/incident/contacts.php#field>

#### C.1 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2010)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

\_\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment

Act of 2009.)

- \_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act Reporting Requirements (MAR 2009) (Pub. L. 111-5).
- \_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a). CO to check if appropriate based on market research.
- \_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (7) [Reserved]
- \_X\_ (8) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
  - \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.
  - \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.
- \_\_\_ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
  - \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
  - \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.
- \_X\_ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- \_X\_ (11) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
  - \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.
  - \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_X\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (13) 52.219-16, Liquidated Damages Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f). CO to check if appropriate based on market research.
- \_X\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- \_X\_ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_X\_ (20) 52.222-19, Child Labor Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- \_X\_ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_X\_ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_X\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- \_X\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_X\_ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- \_X\_ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (27) (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.)
- \_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (29) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
  - \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- \_\_\_ (30) 52.225-1, Buy American Act Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (31) (i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
  - \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
  - \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_X\_ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O. s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10

U.S.C. 2307(f)).

— (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (38) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

— (39) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

— (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

— (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

— (42) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (APR 2003) of 52.247-64.

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

\_X\_ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

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

\_X\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

— (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

— (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

— (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

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

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O.

13201).

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

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

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

52.212-4 Contract Terms and Conditions Commercial Items (FEB 2007)

52.236-7 Permits and Responsibilities (Nov 1991)

52.245-1 Government Property (JUN 2007)

52.223-1 Biobased Product Certification (DEC 2007)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)

#### C.3 AGREEMENT AND PERFORMANCE PERIODS

##### C.3.1 AGREEMENT PERIOD

Estimated date of award is

June, 2008 . The Agreement period is for three years from the date of award. An annual review will be conducted and at that time, Contractors will be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect.

It is estimated that the anticipated use period for resources within the  
XXXX Geographic area may fall between

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

##### C.3.2 START WORK

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

#### C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS

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

#### C.5 CLAIM SETTLEMENT AUTHORITY

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

C.6 CHANGES TO AGREEMENTS

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

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

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

C.8 LOSS, DAMAGE, OR DESTRUCTION

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

C.9 FIREARM - WEAPON PROHIBITION

The possession of firearms or other dangerous weapon (18 USC 930 (f) (2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ¼ inches in length or a multi purpose tools such as a leatherman.

C.10 HARRASSMENT FREE WORKPLACE

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

D.1 SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain the services of mechanics with service trucks for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used in fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

#### D.2 EQUIPMENT REQUIREMENTS

Equipment shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

##### D.2.1 Contractor provided equipment:

All service trucks must not exceed the manufacturer's GVWR and GAWR when fully equipped.

##### Type 1 - Heavy Construction/Logging Equipment (dozer, grader, excavator)

- Hydraulic pressure Testing kit
- Charging/Starting System Analyzer
- Code Reader
- Arc welder - min. 225 amp with air arc capability and industry acceptable repair electrodes
- Oxy/Acetylene torch set with appropriate cutting and welding tips
- Air Compressor Minimum of 120 PSI at 20 cfm with tank and appropriate accessories
- 1/2, 3/4, & 1 inch drive impact wrenches and impact sockets to 3"
- Hand tool set to accomplish normal field repairs on heavy construction equipment.
- Jack stands 2 12 ton
- Hydraulic Jacks 2 12 ton
- Vehicle or auxiliary powered portable lighting for field work.
- Jumper Cables 20 ft. heavy duty
- Hazardous Material spill kit
- Misc. drain pans
- Combination Vise minimum 4 1/2-inch jaw
- Knowledge and skills to perform hydraulic system repairs.
- Hydraulic Crane (hand or powered) min. 2 ton capacity
- Battery Tester
- Volt/Ohm meter
- 1/2" drill w/bits to 3/4"
- Fuel pressure testing kit
- Tap & Die set to 1"
- Electric Grinder 4"
- Consumable goods listed below

##### Type 2 - Automotive, Light and Heavy Truck (Class 1-8)

- Charging/Starting System Analyzer
- Arc Welder
- Oxy/Acetylene torch set with appropriate cutting and welding tips
- Code Reader (generic)
- Air Compressor Minimum of 120 PSI at 12 CFM with tank and appropriate accessories
- 1/2 & 3/4 inch impact wrenches and impact sockets to 2 inch
- Hand tool set to accomplish normal field repairs on all classes of equipment SAE and metric
- Jack stands 2 2 ton and 2 12 ton heavy duty
- Hydraulic Jacks 2 2 ton and 2 12 ton heavy duty
- Vehicle or auxiliary powered portable lighting for field work.
- Jumper Cables 20 ft. heavy duty
- Hazardous Material spill kit capable of containing and collecting a minimum of 10-gallons of spill.
- Misc. drain pans
- Consumable goods (listed below)
- Combination Vise minimum 4 1/2 inch jaw
- Battery Tester
- Volt/Ohm meter
- Self-contained brake and clutch bleeder system

- 3/8 drill w/ bits to 1/2"
- Fuel pressure testing kit
- Tap & Die set to 5/8"
- Electric Grinder 4"

Type 3 Inspection and Diagnostic Services

- Charging/Starting System Analyzer
- Code Reader (generic)
- Hand tool set to accomplish normal field repairs on all classes of equipment SAE and metric
- Vehicle or auxiliary powered portable lighting for field work.
- Jumper Cables 12 ft. heavy duty
- Consumable goods (listed below)
- Battery Tester
- Volt/Ohm meter
- Self-contained brake and clutch bleeder system
- Fuel pressure testing kit

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

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

A. Personal Protective Equipment (PPE)

- (1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not acceptable), to be worn if working near the fireline.
- (2) HARD HAT: Plastic, class B, ANSI 289.1 1986, OSHA approved, with chinstrap. NOTE: Hardhat meeting NFPA Standard 1977, 1998 Edition, is required.
- (3) GLOVES: One pair of heavy-duty leather per person.
- (4) CHAPS: One pair, welding
- (5) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).
- (6) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB.
- (7) HEAD LAMP: With batteries and attachment for hardhat.
- (8) FIRE SHELTER. FIRE SHELTER. Fire Shelter: one per person (shall be certified to NFPA 1977, or manufactured in accordance to FS specification 5100-320). The current shelters are approved through the phase out cycle until they do not meet refurbishing standards. The new generation fire shelter is expected to be mandatory by December 31, 2009 and at that time shelters must be manufactured in accordance with FS specification 5100-606.
- (9) 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:
  - Self-extinguish upon removal from a heat source.
  - Act as an effective thermal barrier by minimizing conductive heat transfer.
  - Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
  - Be manufactured from flame retardant treated (FRT) cotton, rayon, wool, aramid (Nomex) or other similar fabric.

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

D.2.2 Consumable Goods

Type 1 and 2 mechanics shall provide the following consumable goods to enable the mechanic to operate independently for the first 24 hours and complete minor repairs. These consumables will not be replaced by the Government.

- Commonly used SAE and Metric Nuts and Bolts up to 1/2" x 3"
- Assorted electrical connections for commonly used wire sizes on all equipment
- Assorted sizes of electrical wire commonly found on all types of equipment

- Assorted common electrical fuses and bulbs.
- Assorted lubricants & cleaners commonly used in the industry by field mechanics (i.e. WD-40, brake cleaner, silicone sealant).
- Assorted metal fasteners, machine screws, self-tapping up to #12 x 1 1/2"
- Commonly used air brake fittings up to 5/8 inch.
- Shop towels

#### D.2.3 Vehicles

D.2.3.1 Tires shall have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which including the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32 for rear tires and 4/32 for steering axle tires.

#### D.2.3.2 All vehicles shall:

- Meet all State Motor Vehicle Requirements
- Fire extinguisher, multi-purpose 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- An audible reverse warning device (backup alarm) of 89 db or greater when the transmission is put into reverse. The warning device shall face to the rear. Switches to activate the alarm will not be allowed.
- Reflectors, triangles, bi-directional (one set of 3)
- Two wheel chocks
- Shovel

#### D.2.3.3 Prohibited Marking

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

#### D.2.4 Work Orders

The Contractor shall complete their standard commercial repair order form or the Incident Equipment Repair Order provided in Exhibit K to document work done on equipment. If the standard commercial repair order form is used, the following information shall be included for each vehicle repaired:

- Name/address/phone number of vehicle owner/representative
- Incident Name/Number/E-Number
- Equipment Description (include year, make, model, license number, serial number or vehicle identification no.)
- Description of work performed
- Breakdown of labor hours/parts and cost
- Printed name/title and signature of vehicle owner/representative and mechanic

#### D.2.5 Biobased Products

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/>

#### D.3 PERSONNEL REQUIREMENTS

All Contractor personnel shall comply with Exhibit F, Safety Standards.

Persons under 18 years of age shall not perform hazardous duties during wildland fire management operations on federal jurisdictions, including execution of prescribed burns (Rev. 29 CFR 570.54). Eighteen (18) is the minimum age for employment in non-agricultural occupations declared hazardous by the Secretary of Labor.

#### D.3.1 Training/Experience

Each person under this Agreement shall meet the following minimum requirements:

1. Type 1 (Heavy Construction/Logging Equipment): Minimum 3 yrs. experience at the journeyman level on field repairs of heavy construction or logging equipment.  
Type 2 (Automotive, Light and Heavy Truck): Minimum 3 yrs. experience at the journeyman level on all classes of light and medium trucks. DOT air brake qualifications (FMVCSA 49CFR 396.25)  
Type 3 (Testing and Diagnostic Services): Minimum 3 yrs. experience at the journeyman level on all classes of light and medium trucks. DOT air brake qualifications (FMVCSA 49CFR 396.25)
2. RT-130 Annual Fireline Refresher including fire shelter.

The government reserves the right to verify training and experience at any time for all individuals listed on the roster.

#### D.3.2 ENGLISH SPEAKING REQUIREMENT

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

#### D.4 EQUIPMENT RELIABILITY

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

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

D.5 AVAILABILITY The Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

#### D.6 ORDERING PROTOCOL FOR RESOURCES

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

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

##### D.6.1 DISPATCH PRIORITY

Each host dispatch center will give dispatch priority to the resource offering the greatest advantage (See D.6.2) BEFORE all other private resources not under Agreement with the following exceptions:

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

##### D.6.2 RANKING OF AWARDED RESOURCES ON THE DISPATCH LIST FOR DISPATCH PRIORITY

All resources on an awarded Agreement will be ranked on a dispatch priority list by Host Dispatch Zone. Priority will be given to those small business concerns identified in Section B, Method of Award Cascading Set-Aside Procedure. Within each small business program category, priority will be based on the advantages the resource has to offer. Information on the advantages shall be submitted by the Contractor with their quote. A separate priority list will be generated for each type of mechanic. The following criteria have been developed to assess the advantages for dispatch priority. Advantages will be given a point value. The total points for each resource's advantage are then divided by the price resulting in dispatch priority with highest total advantage per dollar being ranked highest on the dispatch list. The following is a list of the advantages and associated points for each category. A complete breakdown can be found in Exhibit J.

**Advantages**

1. Mechanic with Service Truck (Type 1)
  - a. Current ASE Certification 50 possible points
  - b. Vocational School or Manufacturer Diesel/Heavy Equipment Mechanic Certificate 70 possible points
  - c. Years of Experience (Heavy Equipment) 80 possible points
2. Mechanic with Service Truck (Type 2 and 3)
  - a. Current ASE Certification 50 possible points
  - b. Current EVT Certification 70 possible points
  - c. Years of Experience 80 possible points
  - d. Fire Apparatus Mechanic 100 possible points

**D.6.2.1 TIED PRICES/CBA SCORES**

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

**D.6.3 ORDERING PROCEDURES FOR RESOURCES**

D.6.3.1 Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within their

Host Dispatch Zone . The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

D.6.3.2 If all contractor resources on the priority list are depleted within the Host Dispatch Zone , orders will be placed utilizing established dispatch procedures.

**D.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS.**

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

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

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

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

**D.6.5 DISPATCHING PROCEDURES**

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

D.6.5.2 The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time. Payment for travel will be made per D.21.7.

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

**D.6.6 EMERGENCY INCIDENT DRIVING**

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: <http://www.nwcg.gov/pms/pubs/IIBMH2/iibmh.pdf> The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

**D.6.7 LENGTH OF ASSIGNMENTS AND CREW CHANGE OUT**

Work/rest guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest)).

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

- a. Release resources after a 14-day assignment.
- b. With the Government's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.7.3(d).

**D.6.8 DEMOBILIZATION**

The Incident Commander will determine the priority of demobilization.

**D.6.9 RELEASE**

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

**D.7 PROPERTY**

**D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS**

D.7.1.1 Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

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

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

The Contractor shall carry a minimum of two copies of the complete Agreement at all times. The Contractor shall furnish a copy of the Agreement to the Finance Unit upon request.

**D.9 LAUNDRY SERVICE**

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

**D.10 CAMPSITE**

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

**D.11 COMMISSARY**

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

**D.12 TIMEKEEPING**

Refer to D.21.8.2.

**D.13 CONTRACTOR'S REPRESENTATIVE**

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

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

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

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

#### D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

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

#### D.16 PRE-AWARD

Prior to award, the Government will review documentation submitted to calculate advantages (D.6.2). The Contractor is responsible for ensuring all required documentation is submitted with the quote.

#### D.17 INCIDENT PRE-USE INSPECTION

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections utilizing form OF-296 "Vehicle/Heavy Equipment Safety Inspection Checklist" to insure compliance with the Agreement requirements. The Contractor shall provide proof of insurance (cab card) and a current vehicle registration.

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the priority dispatch 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 duplicate copy given to the Contractor.
- 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 priority dispatch list until such time that the resource is brought into compliance and re-inspected at the government's convenience (See D.21.7.3(c)).

#### D.19 WORKMANSHIP

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

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

#### D.19.1 INCIDENT BEHAVIOR

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

#### D.20 PERFORMANCE EVALUATIONS

The Contractor's performance will be documented on the Standard Contractor Performance Report (Exhibit E) which will be completed at the incident by the government representative supervising the work. This form is the only performance evaluation form that will be accepted by the Contracting Officer. The evaluator's signature shall be legible or printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative shall complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. A copy of the evaluation form(s) will be given to the Contractor at the incident, one forwarded to the CO, and one copy retained in the Host unit incident file.

The evaluation will be input into the National Institutes of Health (NIH) Contractor Performance System (CPS) and will be used in past performance evaluations for future procurements and to monitor performance throughout the agreement year. Contractors must register in CPS, at <http://cps.od.nih.gov>. Once at the site, click on the "Contractor Information" tab; then click on "CPS Contractor Registration" to complete the registration. Registering will also enable you to review and respond to your performance evaluations.

#### D.21 PAYMENTS

Payments will be made in accordance with D.21.7.

##### D.21.1 WITHDRAWAL OF RESOURCE(S)

Refer to D.21.7.3(b).

D.21.2 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 \$75 per hour, plus parts and will be deducted from payment to the contractor.

D.21.3 OPERATING SUPPLIES include fuel, oil, filters, etc. 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.21.4 REMAIN OVERNIGHT ALLOWANCE (RON)

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

When the Government cannot provide a campsite or meals, and if pre-approved by the user unit and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable. Food and drink would be based on maximum CONUS per diem rates minus any Government-provided meals. The maximum allowable rates, excluding taxes, are referenced in the Continental United States (CONUS) rates in the Federal Travel Regulations (FTR). The standard CONUS single occupancy lodging rate is referenced in CONUS. Double occupancy of hotel rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

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

D.21.5 FOOD & DRINK

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

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

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

D.21.6 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.21.7.

D.21.7 PAYMENTS

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

The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.7.3.

D.21.7.1 Rates of Payments - Payment will be at rates specified and, except as provided in D.21.7.3, shall be in accordance with the following:

a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.

b. Daily Rate - Payment will be made on basis of calendar days (0001 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

D.21.7.2 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.21.7.3 Exceptions:

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

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

c. After inspection and acceptance for use, resources that cannot be replaced or be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above, except that the Government will bear all costs of returning resources and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

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

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

D.21.8 INVOICING PROCESS

D.21.8.1 The resource shall have two copies of the Agreement with the resource order information for the assigned incident.

D.21.8.2 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 H). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each mechanic's name shall be listed on the shift ticket.

D.21.8.3 The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286)

D.21.8.4 When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.8.5 The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

D.22 REPLACEMENT OF RESOURCES

Resources may be replaced with equal or better equipment at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, as required by the solicitation, and approved in advance of use by the CO. Replacement shall be permanent; intermittent replacement is not allowed and additional resources may not be added to the agreement.

D.23 LIST OF EXHIBITS

Provided as a separate attachment