AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0005</td>
<td>07/07/2020</td>
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</table>

6. ISSUED BY CODE

| USDA FOREST SERVICE          | CODE 9361        |
| FIRE AND AVIATION MANAGEMENT |                    |
| 3237 PEACOCKER WAY SUITE 101 |                    |
| MCCLELLAN CA 95652           |                    |

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

| CONSERVATION CORPS CALIFORNIA | CODE 1500033627# |
| 1719 24TH ST                 | FACILITY CODE    |
| SACRAMENTO CA 95816-7114     |                  |

9A. AMENDMENT OF SOLICITATION NO.

| [x] AG-9361-B-17-0001         |

9B. DATED (SEE ITEM 11)

| 07/07/2020                    |

10A. MODIFICATION OF CONTRACT/ORDER NO.

| 07/07/2020                    |

10B. DATED (SEE ITEM 13)

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 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<table>
<thead>
<tr>
<th>CHECK ONE</th>
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<tbody>
<tr>
<td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td>
</tr>
<tr>
<td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td>
</tr>
<tr>
<td>X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td>
</tr>
<tr>
<td>BY MUTUAL AGREEMENT OF BOTH PARTIES</td>
</tr>
<tr>
<td>D. OTHER (Specify type of modification and authority)</td>
</tr>
</tbody>
</table>

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.)

The purpose of this modification is to incorporate the following additions, clarifications and changes within the scope of the agreement:


b. Clarification and incorporation of terms concerning reimbursement for return travel and Meals and Incidental expenses.

c. Incorporation by reference and full text applicable updates to the Federal Acquisition Regulation (FAR) clauses.

d. All other terms and conditions remain unchanged.

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)

Dawne Bortolazzo, Deputy Director of Administration

15B. CONTRACT MODIFIER (Signature of person authorized to sign)

15C. DATE SIGNED

7/7/20

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

LYDIA MOORE-WARD

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

07/15/2020

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
</table>

Payment:

USDA FOREST SERVICE
ALBUQUERQUE SERVICE CENTER
INCIDENT FINANCE/PAYMENTS
5141 MASTHEAD
ALBUQUERQUE, NM 87109

Period of Performance: 06/30/2017 to 06/30/2022
BACKGROUND

The Forest Service and the California Conservation Corps (CCC) have worked in partnership for many years, training young adults in natural resource conservation and management. The CCC is an experiential job training and education program that provides young adults with outdoor skills, work ethics, community and independent living skills. This job training and education program is an avenue for positive self-development for addressing pertinent life issues, and for contributing to their community. Programs managed by CCC will introduce youth to the management of natural and cultural resources on National Forest System lands. CCC is a service program. In addition to the regular CCC young adults crews, there may be opportunities for the Forest Service to host projects for the Veterans Green Corps, as part of their job training program.

SCOPE OF AGREEMENT

The intent of this Agreement is to establish the instrument that provides for the utilization of the California Conservation Corps (CCC) for emergency projects occasioned by natural disasters, fire suppression and rescue of lost and/or injured persons and any other incident related activity for the protection of public lands. Additionally, the Agreement establishes a formal partnership between R5 Forest Service and the CCC, recognizing the importance of training, interagency cooperation, crew cohesion, job outreach and recruitment information sharing.

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

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

Resources furnished under this agreement may be 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 CCC agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resources.
The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

RESPONSIBILITIES

The CCC will:

Provide at a minimum 14 and a maximum of 18 qualified Firefighters Type II and internal certification of the qualification of supplied crews at the NWCG Firefighter Type II level at a minimum. This includes annual fire refresher training. In the event resources are scarce, there may be some flexibility to provide a minimum of 8 Firefighters Type II.

Provide an Agency Representative when 2 or more CCC crews are requested on a single incident.

Provide overhead resources as requested.

Provide Incident support camp crews that will consist of a minimum of ten Corpsmembers.

Provide personal protective equipment as required for wildland firefighting.

Provide a minimum of 2 programmable hand-held radios needed for adequate fire crew communication, unless local Forest agreement stipulates these will be provided.

Provide transportation for supplied crews. In some instances, FS employees may need transportation during incident mobilizations. FS employees may not operate CCC vehicles unless there is an urgent need to do so.

Ensure all Firefighters meet CCC requirements for the use of power saws and hand tools.

Ensure all Firefighters meet the physical fitness requirements and pass the Pack Test as required by the CCC.

Ensure one fire trained crew supervisor or CCC civil servant will accompany on each dispatch and will be the primary contact for all administrative and supervisory requirements for the CCC corpsmembers.

CCC will status and identify fire and camp crew resources and overhead using the Resource Ordering Status System (ROSS) or Interagency Resource Ordering Capability (IROC).
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Region 5, Fire and Aviation Management and California Conservation Corps
Revised July 2020

CCC will provide labor and direct supervision, transportation, equipment and tools needed for assignment to an emergency incident.

Prepare and submit Forest Service Crew Time Reports (Standard Form 261) to Incident Finance.

Provide State worker’s compensation insurance coverage for all CCC personnel.

Provide 24 hour / 7 day support for urgent issues or reviews. The contact phone number is (916) 599-1415.

The Forest Service will:

Establish an Outreach and Recruitment period and will reach out to respective CCC Centers to establish a meeting that will provide potential applicants information regarding job opportunities. This will include outreaches to recruit-and-fill permanent Firefighter Apprentice positions.

Provide qualification development with field training opportunities for CCC staff and corpsmembers.

In some instances, CCC firefighters may need FS transportation during incident mobilizations. CCC firefighters may not operate FS vehicles unless there is an urgent need to do so.

Provide one qualified Crew Boss and three qualified Firefighter Type II employees for each dispatch if necessary to facilitate mobilization of the crew.

Provide Basic Wildland Firefighter Training annually for up to 45 CCC personnel if needed. If possible, CCC will provide a facility for this training.

FS will provide operational crew leadership for all incidents assignments. FS employees will follow and implement nationally recognized and standard operational procedures while on assignment. This includes, but is not limited to: shift briefings, LCES and field safety discussions.

Request the services of CCC for emergency work through a Resource Order. Dispatch of CCC crews may be accomplished by local forest dispatch or by forwarding crew requests to North Operations in Redding or South Operations in Riverside. These requests would go through CCC’s Emergency Services Unit in Sacramento.
Provide such operational supervision, technical advice, guidance and inspection, as it considers necessary for the proper completion of the work.

**System for Award Management (SAM.gov) Maintenance**

CCC will maintain current information in SAM.gov to ensure payments can be processed. This requires review and update to the information at least annually after the initial registration and more frequently if needed by changes in information or agreement terms. For purpose of this agreement, SAM means the Federal repository into which an entity must provide information required for the conduct of business as an Agreement holder. Additional information about this requirement can be found at the following website: [www.SAM.gov](http://www.SAM.gov).

**AUTHORIZED PERSONNEL TO PLACE ORDERS**

Operations Section Chiefs, Finance Section Chiefs, Procurement Unit Leaders, Logistics Section Chiefs, Forest Fire or Battalion Chiefs, Warranted Buying Team Members, and Contracting Officers are authorized to place orders against this agreement. Orders must be placed using a support or incident code and in accordance with established ordering procedures as specified in National and Regional mobilization guides.

**PAYMENT/REIMBURSEMENT**

**Method of Payment**

Payments made by the Government under this agreement will be made by Electronic Funds Transfer (EFT).

**Invoicing Process**

The U.S. Forest Service will reimburse the CCC for the U.S. Forest Service’s share of actual expenses incurred, based on the hourly rates provided in Exhibit A. In addition, R&R days will be compensated upon completion of a 14 day work assignment. R&R days are defined as 8 hours per day, per Corpsmember, and may be taken at the home unit upon release from the incident.

Crew Time Reports (CTR) (SF-261) will be used to record the operational period worked, which include breaks. The Government Representative must verify hours worked and any other authorized charges by signing the CTR.
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The Finance Section will post the CTRs and generate the Emergency Equipment Use Invoice (OF-286). The Crew Supervisor and the Finance Section Chief (or authorized representative) will then print their names on the invoice, then sign and date the invoice verifying that the information contained is correct. Finance Section will then submit the invoice for payment, electronically. NO CREW TIME REPORTS WILL BE SUBMITTED WITH THE INVOICE; original CTRs will remain in the Finance records.

Finance section is also required to email the invoice package (same as the one submitted to payment office) to: fireinvoices@ccc.ca.gov.

Payment Office:
USDA – Forest Service
Albuquerque Service Center
Incident Finance/Payments
5145 Masthead
Albuquerque, NM 87109
Phone: 877-372-7248 Option #1

AGREEMENT & PERFORMANCE PERIODS:

Agreement Period: The estimated date of award is July 1, 2017. The agreement period is from date of agreement award through 5 years.

It is estimated that the anticipated use period for these Resources within Region 5, Forest Service locations, will fall between June 1 and October 30 of each year. Potential use outside this period or anticipated use period could occur at any time.

The CCC will provide availability status within 10 days after award of agreement to all Forests who will host Fire Crews. Dispatch of resources will remain the same as in previous years.

The Government or the CCC can terminate the Agreement at any time by providing a 30-day notice in writing. The Government is obligated only to the extent of the authorized orders actually placed under any Agreement.

ORDERING PROTOCOL FOR RESOURCES:

This Agreement does not preclude the Government from using any Agency or Agency Cooperate owned resources before resources are mobilized under this Agreement.
INFORMATION REQUIRED WHEN PLACING ORDERS:

Acceptance:

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

Resource Order Number

Incident Order Number and Name of Incident

Date and time to report to incident

Descriptive location of the designated site where the CCC will meet a Government representative. A map, if available, will be provided to the CCC at this point.

Incident contact phone number for further information

Fire Code/Funding Code

Prior to departing for the incident, the CCC will provide to dispatch the complete name of each person dispatched with the resource, and the Estimated Time of Delivery (ETD) and Estimated Time of Arrival (ETA) from point of dispatch for Fire Crews only.

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

LOCATION

The primary location for assignments will be in Region 5 Forest Service locations. However, incident resources will be authorized to travel outside Regional boundaries under this agreement.

English Speaking Requirement

Communications between CCC crew personnel and government incident personnel is mandatory for safe and effective performance. CCC's representative will 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 will be in English.
VEHICLE & EQUIPMENT REQUIREMENTS

The CCC will 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 based on the safety standards of the OF-296.

All transportation vehicles will 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 will be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles per hour.

Equipment used under this Agreement will be licensed and legally operable on all roads.

An audible reverse warning device (backup alarm) if equipped. If not equipped with an audible alarm, a human spotter trained in back up procedures will be utilized.

Tires:

Tires will have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR).

All tires on the equipment, including the spare tier, if required, will have sound sidewalls, body, and tire tread depth of a minimum of 2/32 inch for drive axle and 4/32 inch for steering axle. 4x4 and all wheeled vehicles should have all season or mud and snow tires.

Required Marking:

CCC will label all vehicles and trailers, when feasible, with an official CCC logo to be visibly located on the vehicles driver and passenger side doors.

Equipment Reliability:

The CCC will 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.

Fuel:

CCC Crews are allowed use of the incident provided fuel tender, when available. Crew staff may use their agency provided credit cards to purchase gas. Alternatively, the fuel tender may furnish fuel to CCC vehicles and/or equipment. The cost of such supply will be documented and deducted from the payment to CCC on the OF-286 Emergency Equipment Use Invoice.

**DISPATCHING PROCEDURES**

Dispatch:

When receiving a dispatch call, the CCC will confirm their availability and ability to meet specified timeframes. CCC will check in at the assignment at the time agreed upon when dispatched.

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

Emergency Incident Driving:

The CCC will follow the driving regulations and work/rest guidelines listed in the *Interagency Incident Business Management Handbook (SIIBM) (FSH 5109.34)*. The SIIBM can be found on the National Wildfire Coordinating Group’s website using the following link: [https://www.nwcfg.gov/sites/default/files/publications/pms902.pdf](https://www.nwcfg.gov/sites/default/files/publications/pms902.pdf)

The CCC is responsible for complying with all other current Federal, State and Local driving regulations. If RON is required, reimbursement will be provided for lodging and per diem.

**WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT**

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

a. Request the CCC to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel.

b. Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in the Standards for Interagency Incident Business Management Handbook.

c. With the Government’s agreement, the CCC may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. This R&R is compensated for 8 hours per resource.

DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

ACCOUNTABLE, DURABLE AND CONSUMABLE GOODS

Accountable and durable property may be loaned at the incident, as approved by the Logistic Unit Leader/Finance Section Chief or the Supply Unit Leader. If provided items are not returned, normal invoicing will be in effect. The CCC will arrive at the incident fully outfitted and prepared to perform under the terms of the agreement.

INFORMATION TO BE PROVIDED BY CCC AT CHECK-IN

The CCC will arrive at the incident with one copy of the complete Agreement and the Resource Order. Crew Supervisor will be required to check in with the Finance Section with a complete roster of Corpsmembers first and last names, and will identify themselves as a Fire or Non-Fire Suppression Crew when requested.

LAUNDRY SERVICE

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

When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, should be submitted as supporting documentation with payment documents.

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

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

The maximum RON that will be allowed is based on the number of operators or crewmembers provided under the dispatch.

FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

Medical Expenses:

The CCC is financially responsible for CCC personnel medical expenses and coverage.

The Government may provide first aid at the incident at no charge to the CCC. Any other medical expenses incurred will be the responsibility of the CCC.

If the CCC personnel become ill or are otherwise injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g., ambulance or air transport such as Lifeflight).

Commercial transport costs will be the responsibility to the CCC.

VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

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

**INCIDENT PRE-USE INSPECTION**

All resources furnished under this agreement will 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.

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The CCC may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance.

Upon rejection, resource will be removed from the resource 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.

**Repairs:**

Repairs will be made and paid for by the CCC. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be $90.00 per hour plus parts, and will be deducted from payment to the CCC.

**Inspection Reports:**

Copies of the incident inspection reports and related documentation will be distributed as follows:

The original will remain with the fire documents on the Host Unit.

A duplicate copy will be given to the CCC regardless of compliance/non-compliance.

**WORKMANSHIP**
All work under this Agreement will be performed in a safe manner to a professional standard.

The goal of performance under this Agreement is the suppression of wildland fire incident support and other emergency incident responses. The Incident Commander may release from an incident assignment any CCC personnel deemed incompetent, careless or otherwise objectionable including violation of Harassment Free Workplace Policy.

It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the Contracting Officer subsequent to the action.

Accordingly the Contracting Officer (CO) may require, in writing, the CCC personnel removal from use under this Agreement, any CCC personnel 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 CCC is responsible for returning CCC personnel 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 CCC may, at their discretion, provide such transportation, or request the IMT to arrange for the transportation with all transportation costs deducted from CCC’s payment.

If the CCC does not act in a timely manner (i.e., CCC’s personnel not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said personnel or arrange for personnel transportation and to deduct all such transportation costs from CCC’s payment.

**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.**
Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment.

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

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.

**Drug & Alcohol Protocol for Contracted Resources:**

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

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

**Harassment Free Workplace:**

CCCs and all Incident Employees will 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).

**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 unless directly related/used for the service provided.

**PERFORMANCE EVALUATIONS**

The CCC’s performance will be documented on the Standard ISC 225 Performance Report 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 will 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 will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision.

Food and Drink:

CCC’s are required to provide sufficient food and drink to support the crew while in travel status. In the event travel exceeds one day, the Agency will reimburse actual lodging expenses (including applicable taxes) or the local per diem rate, whichever is less. Double occupancy is required.

Reimbursement for meals and incidental expenses (M&IE) will also be based on the local per diem rate, minus any Government provided meals. Upon arrival at the requested location, if meals are not available, the Agency will reimburse CCC for meal and incidental expenses (M&IE).

In the event a Fire Crew is traveling with an Agency overhead, Agency personnel are authorized to purchase both meals and lodging for the CCC Fire Crew and no further reimbursement will be authorized.
Reimbursement rate for Corpsmembers and Staff assigned to emergency incidents will be reimbursed as follows:

- Corpsmembers assigned to non-fire suppression activities (Camp Support) will be reimbursed at $26.00/hr for all hours worked.
- Corpsmembers on a Type II Fire Suppression assignment will be reimbursed at $26.00/hr for all hours worked.
- Crew supervisors (Conservationist I’s) assigned to both suppression and non-suppression activities will be reimbursed at a flat rate of $40.00/hr for overtime hours only.
- CCC Agency representatives and/or red card single resources will be reimbursed $49.00/hr for overtime hours only.
- CCC Agency representatives and Crew Supervisors will be compensated at sixteen hours per day. This includes the first day of travel to the incident. Only hours in excess of the employee’s normal work shift will be reimbursed.
- CCC Agency representatives and Crew supervisors will be compensated for actual overtime hours incurred on the last day of travel.
- Mileage to, during and from the incident will be reimbursed as follows:
  - CCV $1.50 per mile
  - Vans $0.84 per mile
  - SUV $0.78 per mile
  - Sedan $0.56 per mile
  - Pickup $0.92 per mile
- Return mileage is estimated based on mileage to the incident, mileage as calculated by mapping sites, or other commonly used methods of determining mileage. Meals and lodging required for return travel will be reimbursed at the Federal per diem rates applicable. Double occupancy will be required for all Corpsmembers and the Lodging rate will be 1.5 times the established lodging rate applicable. No receipts will be required.
- Lodging required to mobilize to the incident will be actual amounts supported by a receipt and again, double occupancy will be required for all Corpsmembers. Meals and incidentals do not require receipts.
- In determining a work versus a travel day, if a crew has arrived and begun work by 1600, it is considered a ‘work day’. If a crew has not arrived and begun work by 1600, it is considered a ‘travel day’.
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- Any CCC specialized equipment ordered and used on an emergency incident will be charged at the standard Emergency Equipment Rental Agreement (EERA) Rates.
- The last day of travel from the incident will be compensated for actual work and travel hours.

These rates are effected as of the signature of this agreement/modification. Annually, they are subject to review and possible adjustment. However, if there is an increase in State of California minimum wage, the CCC reserves the right to request a corresponding rate increase.
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Region 5, Fire and Aviation Management and California Conservation Corps
Revised July 2020

**Exhibit B**

**Authorized Users and Payment Information**

**Bureau of Land Management**
Point of Contact:

Vanessa Kobilis  
vkobilis@blm.gov  
916-978-4446

2800 Cottage Way, Suite W-1623  
Sacramento, CA 95825

---

**Bureau of Land Management**
Payment Office:

National Operations Center  
PO Box 25047, Bldg 50  
Denver Federal Center  
Denver, CO 80225-0047  
Mail Stop OC-620  
877-480-9724

---

**Bureau of Indian Affairs**
Point of Contact:

Julie White  
Anjulie.white@bia.gov  
916-978-6146

2800 Cottage Way  
Sacramento, CA 95825

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**Bureau of Indian Affairs**
Payment Office:

Bureau of Indian Affairs  
Reston Financial Services  
12220 Sunrise Valley Drive  
Reston, VA 20191

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

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**National Park Service**
Point of Contact:

Robert Rivelle  
Robert_rivelle@nps.gov  
707-498-1761

333 Bush Street  
San Francisco, CA 94104

---

**National Park Service**
Payment Office:

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

*NPS FedEx Address:*  
National Park Service  
13461 Sunrise Valley Drive  
Herndon, VA 20171  
703-487-9453
Blanket Purchase Agreement AG-9J61-B-17-0001
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Exhibit C
Contract Clauses

52.212-4 -- Contract Terms and Conditions -- Commercial Items (OCT 2018) is incorporated by reference, with the same force and effect as if they were given in full text. The full text of this clause can be found at the following link: https://www.acquisition.gov/content/52212-4-contract-terms-and-conditions-commercial-items

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JUL 2020)

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

1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)


(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 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).
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(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).
(49) 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).

(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:


(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—


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).


(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).


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(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 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.


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

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


(B) Alternate I (Jan 2017) of 52.224-3.


(xxii) 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.

(xxii) 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.
52.245-1 -- Government Property (JAN 2017) is incorporated by reference, with the same force and effect as if they were given in full text. The full text of this clause can be found at the following link:
http://farsite.hill.af.mil/regs/far2afmcfars/fardfars/far/52_237.htm#P636_93157