

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 90	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 05/01/2020		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY USDA FOREST SERVICE FIRE AND AVIATION MANAGEMENT 3237 PEACEKEEPER WAY SUITE 101 MCCLELLAN CA 95652		CODE 9J61		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ZEROHERO, INC 204 N LINK LN SUITE A6 FORT COLLINS, CO 80524-2747		7. ADMINISTERED BY (If other than Item 6) CODE			
CODE		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 129J6119A0003 10B. DATED (SEE ITEM 13) 05/30/2019	

**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 each 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)  
As Indicated on Each Resource Order

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: BY MUTUAL AGREEMENT OF BOTH PARTIES
	D. OTHER (Specify type of modification and authority)

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

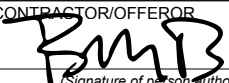
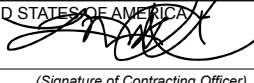
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**RECYCLING SERVICES ON ALL-HAZARD INCIDENTS** within the following areas:

**Southwest Geographic Area Coordination Center**  
**Northern California Area Coordination Center**  
**Southern California Area Coordination Center**  
**Northwest Geographic Area Coordination Center**

The purpose of this modification is to allow for an annual review and incorporate the updated language as attached in the revised Scope of Work. All vendors are responsible for viewing any changes in terms and conditions with issuance of this modification.

continued...

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

15A. NAME AND TITLE OF SIGNER (Type or print) BRYAN BIRCH		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LYDIA MOORE-WARD	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED May 14, 2020	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 129J6119A0003/0001	PAGE	OF
		2	90

NAME OF OFFEROR OR CONTRACTOR  
ZEROHERO, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>During this open period, vendors shall provide revised pricing for each Service Level indicated on the Schedule of Items, page 3 of this modification. Vendor may also provide revised pricing on Additional Services.</p> <p>Please see attached BPA Scope of Work for terms, conditions, and procedures under this Incident Blanket Purchase Agreement.</p> <p>VENDOR INFORMATION DUNS: 012525256 NAME: Bryan Birch EMAIL: bryan@zerohero.org DAYTIME PHONE: 970-237-1498 EVENING/AFTER HOURS PHONE: 970-237-1498</p> <p>BUSINESS STATUS: Small Business</p> <p>The Government is obligated only to the extent of authorized purchases made within the scope of this Incident Blanket Purchase Agreement.</p> <p>Individual orders shall not exceed the Simplified Acquisition Threshold.</p> <p>Payment:</p> <p>SEE EXHIBIT B - PAYMENT OFFICE INFORMATION</p> <p>Period of Performance: 05/30/2019 to 05/29/2022</p>				

**SF - 1449 Continuation Sheet**

**SERVICES & PRICES SCHEDULE OF ITEMS**

**ZEROHERO INC**

FY20 Incident Recycling						
Item	Description	Total Personnel Assigned to Incident (Based on ICS-209)	Northwest Coordination Center (WA, OR) Daily Rate	Northern California Coordination Center Daily Rate	Southern California Coordination Center Daily Rate	Southwest Coordination Center (AZ, NM) Daily Rate
	<b>BASE PRICING ITEM:</b> 40% waste diversion, per Performance Work Statement (includes cardboard, paper, plastic #1, #2, and aluminum/tin cans, glass, wood pallets and any other recyclables required to reach the minimum diversion rate)	-	-	-	-	-
1	Service Level 1	up to 500	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
2	Service Level 2	501 – 1,000	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
3	Service Level 3	1,001 – 1,500	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
4	Service Level 4	1,501 – 2,000	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
5	Service Level 5	2,001 – 2,500	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
6	Service Level 6	2,501 – 3,000	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
7	Service Level 7	3,001 – 3,500	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
8	Service Level 8	3,501 – 4,000	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
9	Service Level 9	4,001 – 4,500	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
10	Service Level 10	4,501 – 5,000	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
	<b>MILEAGE RATE</b> if providing full, on-site waste diversion services at a remote camp that is not co-located with the incident base.		\$0.75	\$0.75	\$0.75	\$0.75
	<b>ADDITIONAL SERVICES:</b> These optional Pricing items can be selected in any combination by the Ordering Official.	<b>Unit of Measure</b>	<b>Northwest Coordination Center (WA, OR)</b>	<b>Northern California Coordination Center</b>	<b>Southern California Coordination Center</b>	<b>Southwest Coordination Center (AZ, NM)</b>
11	Cooking Oil**	gallon	\$2.50	\$2.50	\$2.50	\$2.50
12	Tires**	each	\$10.00	\$10.00	\$10.00	\$10.00
13	Batteries, all types**	pound	\$1.00	\$1.00	\$1.00	\$1.00
14	Scrap Metal**	pound	\$1.00	\$1.00	\$1.00	\$1.00
15	Compost**	Per 100 people	\$30.00	\$30.00	\$30.00	\$30.00
** Shall be verified with approved shift ticket and disposal invoice. Shall be signed off by Logistics Section Chief or Facilities Unit Leader.						

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# On-Site Incident Recycling Services

## 1.0 Background

Sustainability is at the heart of the Forest Service mission, "...to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations." In addition, USDA Environmental DR 5600-05 requires the Forest Service to divert 55% of their non-hazardous waste from landfills (starting in FY14).

Based on ICS-209 data on fires in 2011, incident management teams (IMTs) in the Southwest Geographic Area Coordination Center (i.e., the states of Arizona and New Mexico, and the Federal units located in the western parts of Oklahoma and Texas to the 100th meridian) are estimated to have generated between 6.7 and 9 million pounds of trash. It is estimated that waste generation rates are similar in other Geographic Area Coordination Centers when normalized by incident head count. The majority of this waste was most likely sent to community landfills. The Forest Service has struggled to meet the goal to divert 55% of the waste from landfills using in-house resources.

There is a cost to the communities when the waste is not recycled and is sent to the landfill instead, particularly if the cumulative impact from decades of firefighting camp waste causes the community landfills to reach their maximum capacity prematurely.

Incident Management Teams (IMT) operate at the Incident Command Post (ICP). Support to incident personnel is provided at the Incident Base, typically co-located with the ICP. Incidents can have multiple camps, to include remote "spike" camps. The National Wildfire Coordinating Group (NWCG) provides the following definitions for Incident Command Post, Base and Camp.

Incident Command Post (ICP):

- Location at which primary command functions are executed. The ICP may be collocated with the incident base or other incident facilities.

Base:

1. The location at which primary logistics functions for an incident are coordinated and administered. There is only one base per incident. (Incident name or other designator will be added to the term "base.") The incident command post may be collocated with the base.
2. The location of initial attack forces.

Camp:

- A geographical site(s), within the general incident area, separate from the incident base, equipped and staffed to provide sleeping, food, water, and sanitary services to incident personnel.

Other incident-related words and definitions can be found in Exhibit A or on the NWCG glossary website at: <https://www.nwcg.gov/glossary/a-z>

For purposes of this document, the term "fire camp" is used interchangeably with ICP and/or Incident Base.



## 2.0 Overview

This Performance Work Statement (PWS) describes the requirements for providing on-site incident recycling services at interagency fire incidents in the Northwest (NWCC), Southwest (SWCC), Northern California (ONCC), and Southern California (OSCC) Geographic Area Coordination Centers as designated by the National Interagency Coordination Center (see: <https://www.nifc.gov/nicc/>). The contractor shall provide all necessary field management, labor, and equipment to achieve the requirements of this PWS.

On-site Incident Recycling Services include:

- 1) set-up/maintenance/tear-down of incident recycling equipment, (the equipment includes, but is not limited to: trash/recycling/compost receptacles, trash/recycling/compost stations, bags for lining trash and recycle receptacles, materials for creating cardboard “corrals,” sorting tables, signage, personal protective equipment, etc.)
- 2) standardized on-site waste/recycle stream management (for collection and sorting of waste and recyclables),
- 3) processing back-hauled waste and recyclables from remote camps,
- 4) transporting recyclables to the nearest drop-off or processing center,
- 5) waste diversion tracking and reporting, and
- 6) recycle revenue management
- 7) recommended future recycling operation expansions and opportunities for best materials management practices

The NAICS code for this effort is 562111, Solid Waste Collection.

Because fire incidents are unplanned, vendors must be able to mobilize and report to the incident within 36 hours of the order being placed. NOTE: Vendors shall comply with the “Driving Standard” requirements in the Interagency Red Book (available on page 166, <https://www.nifc.gov/PUBLICATIONS/redbook/2020/RedBookAll.pdf>). The 36-hour response time is intended to apply universally regardless of the distance between the vendor and the incident. Vendors should limit their service level pricing to only those GACCs where they can achieve a 36-hour response. In unique circumstances, leeway up to a 48-hour response time may be granted. This decision is at the discretion of the Ordering Official. Multiple requests by the vendor for a 48-hour response time may be grounds for agreement cancellation. A response time exceeding 48 hours will not be considered.) In addition, the vendor must be able to demobilize within 24 hours of receiving notice from the Logistics Section Chief or Facilities Unit Leader. Moreover, the vendor may need to provide service for over 100 consecutive days at a single incident, and needs to ensure staff meet National Wildfire Coordinating Group (NWCG) work/rest guidelines (see [National Wildfire Coordinating Group \(NWCG\) Standards for Interagency Incident Business Management](#)).

For the purposes of this PWS, recycling is defined as diversion of materials from the solid waste stream. The “primary recyclables” include:

- corrugated cardboard
- plastic #1 and #2 (primarily including water and electrolyte beverage bottles)
- aluminum and tin cans

- paper
- wooden pallets
- glass

The “optional recyclables” include:

- cooking oil
- tires
- batteries (all types)
- scrap metal
- compostables (including organic materials such as food scraps and plain fiber containers)

### 3.0 Key Qualifications

The Contractor shall demonstrate that they possess adequate expertise in large-scale event waste management, with a specialty in landfill diversion (recycling and compost management).

The incident recycling company shall provide documentation that they possess:

- Direct field experience in managing waste (and diverting recyclable material) for public events (preferably at firefighting camps) lasting multiple days with attendance over 500 people per day
- Source separation of recyclable commodities with success in achieving 40% diversion levels or higher as evidenced by waste diversion reports from previous recycling contracts
  - Note: Actual waste diversion reports from at least two (2) previous clients shall be provided as documentation
- Recycling industry knowledge as evidenced by the vendor’s participation in the National Recycling Coalition or state-based recycling coalition, association, alliance, or similar.
- Client contact information for a minimum of two (2) clients
  - Note: This information will be used to positively confirm satisfactory event waste management/recycling services

The incident recycling company shall provide documentation that the on-site incident recycling personnel possess the following minimum qualifications:

- Seasoned Operations Manager – minimum of 2 years of experience implementing and managing event waste diversion systems. A resume must be included with quote.
- Laborers – Must be capable of working up to 14 consecutive, 16-hour days in extreme conditions. Must be trained on proper waste management and recycling collecting, sorting, and transporting procedures prior to arriving at the incident.

### 4.0 Standardized Waste/Recycle Stream Management

This PWS details specific minimum requirements (expressed as a rate of waste diverted from the landfill) for on-site, incident recycling services. It is the contractor’s discretion to determine specific material targets, equipment, staff, or other services needs that are required to achieve the minimum waste diversion thresholds for satisfactory performance.

Waste diversion services include on-site collection, sorting, transporting to the nearest recycle drop-off or processing center, and quantifying/documenting actual waste diversion quantities. The contractor shall comply with all applicable state, or local requirements related to on-site waste management.

At a minimum, the Contractor shall manage landfill (or trash) and primary recycling. Primary recycling includes “fibers” (cardboard, mixed paper) and “rigids” (plastics #1 and #2, and aluminum and tin cans). Wooden pallets are also considered a “primary recyclable”. In addition, a limited amount of glass is generated at the fire camps and shall be diverted from the landfill by the contractor as part of achieving the minimum 40% diversion rate required in this contract. (NOTE: The vendor is responsible for managing all “primary recyclables,” regardless of the distance to the nearest recycle drop-off or processing center.)

Note: The management of human waste or hazardous materials are outside the scope of this PWS.

In order to reach the minimum waste diversion threshold, the contractor may need to provide waste diversion/recycling services for additional items as appropriate.

If feasible, the contractor shall coordinate with the Logistics Section Chief and food caterer to boost waste diversion by coordinating the collection of perishable/non-perishable food for donation to local food banks or charities as appropriate (see Good Samaritan Food Donation Act at <https://www.gpo.gov/fdsys/pkg/PLAW-104publ210/pdf/PLAW-104publ210.pdf> for further information on this program).

The Ordering Official may elect to exercise optional Pricing items at individual fire camps. These include individual Pricing items for cooking oil, tires, batteries (all types), scrap metal, and compost.

In cases where a facility (or technology) that can process compostable material (including meat and dairy) is available within approximately 100 miles of the incident main base (or remote) camp, the contractor shall notify the Logistics Section Chief and Ordering Official that it is feasible to manage compost for the main base (or remote) camp. The Ordering Official will determine if the optional Pricing item for composting will be exercised on the order.

In the event that compostables are collected after meals, a sorting table will be staffed with appropriate compost/landfill receptacles and signage outside of any kitchen tents. Under no circumstances shall the vendor place their equipment inside the kitchen tents.

The contractor shall provide waste and recycle receptacles (and associated bags/liners) that are standardized in size, color, and signage across the entire camp (see Sections 4.1.1 – 4.3).

Landfill and recycling receptacles shall always be co-located (i.e., there should never be landfill receptacles placed in the fire camp without recycling receptacles immediately nearby; likewise, there should never be recycling receptacles placed in the fire camp without a landfill receptacle nearby).

All landfill/recycle stations and receptacles provided by the contractor shall be **regularly monitored and emptied at** during the entire operational shift, ensuring **the contractor-provided landfill waste or recyclable receptacles are never overflowing throughout the fire camp and incident command post.**

The contractor shall make every effort possible to minimize contamination of the recycle streams (such as portable toilet tissues or handwash napkins in the mixed paper receptacles). This shall be accomplished through maximizing source-separated recycling, regular monitoring of the landfill/recycle receptacles, adequate signage, and communication and feedback with the logistics and facilities unit leader and COR.

The contractor shall remove easily accessible recyclables from the dumpsters (e.g., unflattened cardboard boxes, pallets, etc) in a safe manner. This effort will decrease the volume of trash in the dumpster that is hauled to the landfill, while increasing the diversion rate.

#### 4.0.1 Government Responsibilities

The Government retains the responsibility for providing dumpster/roll-off service for trash at the fire camp. The Government is *not* responsible for providing individual trash cans or receptacles in the fire camp (the contractor shall provide these in conjunction with the recycle receptacles; see Section 4.1 for more information on contractor-provided “recycle stations”).

Personnel at remote camps that currently back-haul trash will continue back-hauling trash, however the contractor shall provide them blue recycle bags ; see Section 5.0.

Government camp crews remain responsible for policing litter in the camp, however the contractor shall not utilize any Government labor to assist in collecting/sorting trash and recyclables from contractor-provided recycle stations or receptacles.

So long as the optional Pricing item to manage main camp compost is *\*not\** selected, the food caterer will remain responsible for providing/servicing trash cans inside the dining tents.

### 4.1 Location, Type and Quantity of Landfill/Recycle Stations

This section describes the requirements for the contractor to provide “Main,” “Double,” and “Triple” Recycle Stations in the fire camps. For an illustration of the location, type and quantity of landfill/recycle stations see Attachments 3 and 4.

The contractor may determine that additional landfill/recycle stations or receptacles are required to meet the 40% waste diversion requirement and will coordinate the positioning of these stations with the Facilities and Food Unit Leaders so that they are placed in approved, high traffic areas. Any additional landfill receptacles will always be placed adjacent to recycling receptacles to minimize contamination and confusion in the fire camp.

The contractor shall coordinate with the Logistics Chief (or appropriate logistics official) to establish a “Recycle Center” (if practicable) in a convenient, high-traffic and central location if space permits and it is feasible. This location is ideally located near a major source of recyclables (e.g., the Kitchen/Dining area). The contractor should staff this Recycle Center so that it serves as a “one stop shop” for fire camp personnel to learn about recycling and participate in the recycle program.

In addition, the contractor shall coordinate with the Logistics Chief (or appropriate logistics official) to optimize the placement of dumpsters and recycle stations to maximize the effectiveness of the waste

diversion program (while also maximizing operational cost-savings tied to dumpster management). For example, a past best practice includes replacing dumpsters in crew parking areas with “Main Recycle Stations” (i.e., eliminating dumpsters in these locations). This enables fire camp personnel to easily participate in pre-sorting of waste and recyclables at the beginning and end of each shift (which boosts waste diversion results, while also dramatically decreasing dumpster costs).

#### 4.1.1 Main Recycle Station

The Main Recycle Station is considered a “one-stop-shop” for waste and recycling and consists of landfill and recycle receptacles along with a “cardboard corral” (and appropriate signage) that are co-located in key, high-traffic areas of the fire camp.

Main Recycle Stations consist of a minimum of (3) co-located, side-by-side 50-gallon roll-carts (or similar) with appropriate signage and lid management to control (1) landfill, (2) plastic #1/#2 & aluminum/tin cans, and (3) mixed paper. Other recycle streams may be collected here as appropriate. These recycle stations are similar to the “Triple” Recycling Stations used near offices (just larger).

The contractor shall establish cardboard collection areas (or “Cardboard Corrals”) using safety/snow fence (or similar) that is properly staked. The Cardboard Corrals shall have appropriate signage and be placed near each main recycle station and any other location where cardboard generation is high.

The contractor shall provide a Main Recycle Station near all incident base dumpsters, including but not limited to the following locations:

- Incident Command Post (ICP)
  - If the ICP is not co-located with the incident base, a primary landfill/recycling station shall be provided at both the ICP and the incident base.
  - A primary landfill/recycling station shall be placed near the briefing area whenever possible due to the high-traffic nature of this location.
- Supply
- Crew and Overhead Sleeping Areas
- As directed by the Government

#### 4.1.2 Double Recycle Station

“Double Recycle Stations” shall be placed throughout the camp at high-traffic and heavy-use areas where high volumes of plastic bottles are generated (like portable toilet and handwash station areas, meal areas, etc).

Double Recycle Stations consist of a minimum of (2) co-located, side-by-side 32-gallon receptacles (or similar) with appropriate signage and lid management to control both landfill and plastic #1/#2.

#### 4.1.3 Triple Recycle Station

“Triple Recycle Stations” shall be placed in office areas of the camp and other areas where high volumes of plastic bottles and mixed paper are generated.

Triple Recycle Stations consist of (3) co-located, side-by-side 23 gallon “slim jim” receptacles (or similar) with appropriate signage and lid management to control (1) landfill, (2) plastic #1/#2, and (3) mixed paper.

The vendor shall provide at least one small, blue recycle bin inside individual tents, trailers, yurts, offices, etc. where space is limited and it is not physically feasible to provide a “triple recycle station.” It is assumed that in these instances, due to space constraints, these single blue recycle bins will be used for commingled recyclables

## 4.2 Standardized Color Scheme for Landfill and Recycle Receptacles

Color coordination between specific, targeted waste streams and their corresponding receptacles and bags is essential for successful waste diversion on the fire camp. It is understood that appropriate color choices may vary slightly across geographic regions, depending on the target recycle streams. The vendor shall color-coordinate “special” waste/recycle streams in a manner that promotes standardization and minimizes waste stream confusion for incident personnel.

On arrival at the incident, the contractor shall communicate with the Logistics Section Chief and/or Facilities Unit Leader regarding the standardized color scheme for the recycling program so that this information can be incorporated as required into the incident action plan and morning briefings.

The Contractor shall adhere to the following color scheme for landfill and recycle receptacles. (NOTE: The Contractor must ensure the “topper” portion of all waste/recycle stations conforms to the specified color scheme—including lids and signs. The receptacles themselves must either conform to the specified color scheme or be uniform in color; only black, grey, or white is allowed in this case).

- Landfill = Grey, Black, or Brown
  - Waste that is destined for the landfill shall be managed in receptacles appropriately signed as “Landfill”. These receptacles shall be consistent in color across the entire fire camp and can only be one of the following colors: grey, black, or brown.
- Primary Recycling = Blue
  - Primary recycling items shall be managed in receptacles appropriately signed as “Recycle”. These receptacles shall be consistent in color across the entire fire camp. The contractor has discretion to assign any of the primary recyclables a separate color (and label) to minimize contamination and maximize waste diversion as appropriate (e.g., in some instances, different colored recycle bins may be required for separate paper and plastic collection). The intent, however, is to minimize confusion related to the waste diversion program for incident personnel by maintaining consistent, standardized recycle stations, signage, and color schemes.
- Specialty Waste/Recycling Streams = Contractor’s Discretion
  - Appropriately signed (and separately colored) recycling receptacles (or similarly colored plastic bags) shall be used to collect special items at the discretion of the Contractor so as to maximize waste diversion and recycle revenue on-site. For example, this could include the collection of bottles that qualify for the “Oregon Bottle Bill” (or similar) that have a high recycle revenue value.
  - Additionally, the special-colored recycling receptacles can be used for other specialty items such as batteries or glass in an effort to maximize waste diversion.

- NOTE: Back-hauled recyclables from remote camps shall be collected in contractor-provided bags that allow for these materials to be readily inspected for contamination and easily differentiated from landfillable waste (see section 5.0 “Back-hauled Waste and Recycling”).
- Compost = Green
  - If feasible, compostable materials shall be collected in appropriately signed green recycle receptacles and shall be appropriately signed as “Compost”.

### 4.3 Recycle Receptacle Signage

The contractor shall provide adequate landfill and recycling receptacles (with signs/labels) throughout the fire camp. Signage on the trash/recycling receptacles shall be in English and Spanish and include basic instructions (and images) for incident personnel to quickly and easily understand what waste or recycle streams are allowed in each type of receptacle. Signage/labels can be integrated into the trash/recycle receptacle design or managed separately as a recycle station “topper.” All signage/labels shall be displayed vertically on the trash/recycle receptacles and shall be heavy-duty, weather-resistant, and securely attached to the receptacles to minimize the risk of the signs/labels becoming airborne in extreme weather. An example of clear, consistent, and easy-to-understand signage/labels that are considered acceptable can be found at Recycle Across America, <https://www.recycleacrossamerica.org/>.

### 4.4 Contractor-Provided Incident Recycling Equipment

The incident recycling company shall provide sufficient recycling equipment to achieve the minimum of 40% waste diversion rate (or higher diversion rate if any of the optional Pricing items are selected).

Contractor-provided incident recycling equipment includes but is not limited to:

- Trash/Recycling Receptacles (see specific requirements below)
- Trash/Recycling Stations (see specific requirements below)
- Clear Plastic Bags for Lining Trash and Recycle Receptacles
- Blue, Semi-Transparent Plastic Bags (for back-hauled recyclables)
- Safety/Snow Fence (for creating cardboard “corrals”), or equipment equivalent to effectively capture, sort, and store cardboard
- Signage
- Personal Protective Equipment
- Sorting Tables (as required)
- Compost Receptacles and Stations (optional)
- Cooking Oil Drums (optional)
- Battery collection bins (optional)

All contractor-provided waste management stations and receptacles shall be physically durable in harsh weather and properly secured to avoid blowing over in strong winds. (NOTE: The contractor is not allowed to use wire racks, sometimes referred to as “hamper stands,” “wire event container,” “folding trash bag stand,” or similar, as a trash or recycle receptacle, even for indoor use).

The contractor shall ensure the on-site collection of recyclables (and compost, if selected) is managed to minimize the attraction of pests, rodents, etc. in the fire camp (i.e., compostable material collected by the contractor shall be hauled to a compost drop-off or compost facility at the same frequency expected

for dumpster service at the main base or remote camp). Any receptacles used to collect compost shall be “critter proof” with an appropriate latching or locking system that prevents raccoons/bears/skunks and other similar animals from accessing the compost material. If compost is selected, the contractor is responsible for providing critter-proof (to include bear-proof) containers/vehicles for storing compostable material. In addition, the compost (if selected) must be actively managed to minimize odors while balancing brown and green material to the greatest extent possible.

## 5.0 Remote Camps and Back-hauled Waste and Recycling

The contractor shall deploy recycle stations all remote camps. The contractor shall ensure these receptacles are critter-proof and properly secured to prevent spillage in the event of animal encounters. The contractor shall service these receptacles with sufficient frequency to prevent overflow at remote camps. The contractor may elect to utilize animal-proof trailers or trucks to store waste, recycling, or compost (if this optional item is ordered) at the remote camps, but must have approval from the appropriate logistics official to do so.

The contractor shall take efforts to minimize insects/pests and odors in all remote camp receptacles.

The contractor will be reimbursed for mileage to/from the main camp to each remote camp. This mileage reimbursement does not include any “on incident” travel or travel associated with hauling the recycle or compost material to a recycle/compost processing center or drop-off location.

(NOTE: Under certain circumstances, it may not be feasible for the contractor to provide receptacles and on-site hauling of recycling and compost (if this optional item is ordered) at the remote camp. In these cases, the contractor is responsible for developing and deploying a strategy to incorporate recycling into existing back-haul processes from remote camps. This strategy shall be coordinated and approved by the appropriate logistics official.)

### 5.1 Managing Back-Hauled Waste and Recycling

In the event remote camp waste and recyclables must be back-hauled:

The contractor shall select an appropriate color scheme for all bags, receptacles, and signage associated strictly with managing back-hauled waste and recycling from remote camps.

The contractor shall provide the Facilities Unit Leader, Logistics Section Chief, and remote camp personnel with clear instructions for waste and recycling collection while in the field. These instructions should be provided verbally and through simple signage that is posted -in the main fire camp (ideally at a designated, contractor-managed “Recycle Center” and/or near the Kitchen or “Refer” area as appropriate. The contractor shall provide remote camp personnel with blue bags for recyclables (NOTE: The vendor is also expected to provide blue recycle bags for engine crews and other main camp personnel that may be back-hauling recyclables from the field). The instructions and signage shall clearly address what back-haul items belong in the blue bags..

NOTE: The “Refer” is generally in a central location where meals and/or ice are provided to incident personnel by the catering contractor.



The contractor shall post-sort the back-hauled waste and recycling as required to achieve maximum waste diversion from the landfill. (In some cases, the situation may dictate that it is not practical for personnel at these remote camps to separate their trash and recyclables. In these situations, the contractor retains responsibility for required post-sorting).

## 6.0 Transportation of Recyclables

The contractor shall transport all fiber and rigid recyclables collected at the ICP, incident base, and remote camps to an appropriate recycle center. The contractor **is** responsible for any associated transportation or fees as it relates to processing these recyclables. (Note: The contractor is **not** responsible for renting any landfill dumpsters, nor any landfill-bound waste transportation/tipping fees; see Section 4.0.1).

Copies of recycling receipts (preferably scanned) shall be submitted to the Government-designated official as back-up documentation for the weekly diversion reports.

For items that are diverted from the waste stream that are not appropriate for drop-off at a recycle center (e.g., non-perishable food items), the contractor shall document the quantity (estimated volume) and location of the items delivered for re-use/recycling. This quantity shall be separately identified in the waste diversion reporting.

The contractor shall comply with all applicable federal, state, and local laws and regulations related to securing loads, transporting and managing the materials included in this contract.

## 7.0 Waste Diversion Performance Thresholds

The incident recycling company shall provide sufficient recycling equipment to achieve a minimum, documented 40% waste diversion rate. The contractor shall adjust the total amount of the recycling equipment, staff, and services as needed to achieve the minimum 40% waste diversion rate.

If the contractor is not able to demonstrate a minimum 40% waste diversion rate by the first week of providing on-site incident recycling services, the Ordering Official will request the contractor fully demobilize.

Extenuating circumstances may exist that prevent the contractor from achieving the minimum 40% waste diversion rate. In such instances, documentation (with photos as appropriate) shall be provided to the COR with a request to receive a waiver from the minimum performance criteria.

### 7.1 Waste Diversion Reporting

Survey123 will be the primary method of tracking and reporting. The Government reserves the right to change/modify tracking and reporting applications as necessary.

The contractor shall use ArcGIS Survey123 to document waste and recycling quantities, locations, etc. Guidance is provided in Attachment 5. The vendor may propose using a commercially available waste diversion tracking/monitoring application in lieu of Survey123. However it must be compatible with data formats in Survey123 and must be approved by the COR prior to contractor's use for this BPA.

The contractor shall use the daily Emergency Equipment Shift Ticket (OF-297) (Exhibit G) to briefly document the daily headcount of personnel and any other pertinent information pertaining to daily waste diversion management in the "remarks" box. (See Section D 21.9 for additional information related to reporting hours worked and invoicing with respect to the shift ticket). This shift ticket should align with information reported using Survey123 and shall serve as hard-copy documentation to support the volume of recyclables managed daily.

The contractor shall provide the COR a **final, written** waste diversion report. The report shall include: .

**Section 1 - Overview of Incident:** The waste diversion report shall include the contractor's name, author's name and contact information, the incident base name and location, date and time contractor received order, date and time contractor arrived on-site at the incident, as well as date and time contractor demobilized. The report shall also include the incident management team description (IMT Name and Incident Commander), average number of personnel at the fire camp, as well as the date the report was published/sent to the COR. The name and dates (as well as estimated number of personnel) for remote/spike camps shall be described as well.

**Section 2 –Trash and Recycling Diversion Summary:** The contractor should summarize the average number of personnel on the incident, as well as the number of days waste diversion services were provided (The contractor should include the day they arrive on the incident if they arrive before noon, local time. The contractor should include the day they de-mobilize regardless of the time they leave the incident).

The contractor should summarize the commodities that were diverted from the landfill (and quantify them relative to the actual volume/weight of trash hauled to the landfill. The contractor should also document any of their assumptions or approaches related to estimating the trash and recyclables. This data should align with Survey123 and invoices for services.

The contractor should describe the trash and recycling situation on the incident upon arrival and clarify whether it was feasible for the contractor to divert recyclables from the pre-existing collection of unmanaged/unsorted waste and recyclables at the fire camp.

The contractor should describe where the recyclables were taken for processing.

The contractor should include any photos that document the waste diversion services, recycle station design/configuration, remote camp recycling, receipts, etc. All photos shall have captions that document where and when the photo was taken as well as a brief description of the photo.

**Section 3 – Education, Outreach, and Observations:** The contractor should describe any behavioral or operational observations related to participation in the recycling program on the incident. Any education and outreach efforts should be documented (as well as any observations pertaining to their observed effectiveness). Vendors are encouraged to document both positive and negative observations while managing recycling on the incident.

**Section 4 – Cost Savings and Benefits:** The contractor should document any operational cost savings or auxiliary benefits observed on each incident (e.g., reduced dumpster hauling costs, improved camp hygiene, etc).

**Section 5 – Lessons Learned/Recommendations for Improvement:** The contractor should also document any lessons learned related to waste stream management at this incident (including unique reduction or re-use strategies), as well as any recommendations for future improvement to overall waste management operations on incidents.

**Appendix 1 – Daily Trash/Recycle Log:** The contractor should provide any independently tracked, daily or semi-daily personnel, trash and recycling quantities (to include weight and/or volumetric information), particularly if there are any nuances with the waste/recycling data submitted in Survey123.

**Appendix 2 – Receipts and Other Supporting Documentation:** The contractor should include copies of receipts or other supporting documentation that justifies the waste and recycle volumes reported in Survey123.

**Appendix 3 – Performance Evaluation:** The contractor should include copies of performance evaluations completed by the Facilities Unit Leader or Logistics Chief if possible.

The final written report shall be submitted to the COR within 30 business days after demobilizing from the incident. All efforts shall be made to ensure the content in the report is non-proprietary when submitted. Any proprietary information shall be clearly identified in the report.

## 8.0 Recycle Revenue Management

The contractor shall coordinate with the host unit for the incident and confirm their preferred approach for managing any recycle revenue generated from the incident. It is understood that recycle revenue may not be generated in many locations due to lack of container deposit law (sometimes referred to as “Bottle Bill” legislation).

## 9.0 Communication, Education, Coordination

The contractor shall explain their incident recycling and waste diversion services to the Facilities Unit Leader and/or Logistics Section Chief on arrival. The contractor shall communicate with the Facilities Unit Leader prior to daily Incident Management Team briefings so that any updates/changes to their recycling services can be shared with the incident personnel. The Facilities Unit Leader or Logistics Section Chief may invite the contractor to provide briefings or input on the Incident Action Plan to help explain to incident personnel how the recycling program works.

The contractor shall play an active role in educating incident personnel on their participation in “pre-sorting” waste and recycling streams. This includes passive education such as simple, easy-to-read and understand signage as well as verbal education as required near recycle stations and receptacles. If the contractor experiences undue resistance from incident personnel, the contractor shall contact the Facilities Unit Leader to assist in resolving issues.

In cases where the contractor attempts to provide incident recycling services and encounters conflict with other vendors/services, the contractor shall immediately contact the Facilities Unit Leader and/or Logistics Section Chief so matters can be resolved by the Incident Management Team.

The Facilities Unit Leader shall document these issues and provide feedback to the COR as soon as possible.

The contractor is prohibited from posting any content related to the fire assignment on social media. If the Public Information Officer (PIO) determines it appropriate to post information related to the incident recycling program, the PIO will request the vendor provide photos or other information. The PIO will coordinate with the Host Forest to ensure compliance with social media guidelines.

## 10. Services Delivery Summary (SDS)

The contractor shall perform in accordance with all requirements of this PWS. The Logistics Chief or appropriate Logistics Official and/or Inspector shall use the “Incident Recycling ICPI BPA Inspection Checklist” to document contractor compliance with these requirements. Any deficiencies noted by the logistics official (or ICPI) shall be corrected by the contractor within 24 hours of notification.

If the contractor does not meet these thresholds, the Government may release the vendor from the incident.

## 11.0 Historic Number of Fires, Duration, and Personnel

The following historic data is provided (as available) for each of the GACCs included in this PWS. The data below includes all interagency fires (not just USFS).

### 11.1 Northwest Coordination Center (NWCC)

	2018		2017		2016		2015		2014	
	Oregon	Washington	Oregon	Washington	Oregon	Washington	Oregon	Washington	Oregon	Washington
<b>Type 1 or Type 2 Fires</b>	34	14	35	16	9	11	21	41	46	14
Average Duration (days)	33	79	54	43	14	9	56	102	27	30
Average # of People	317	229	260	172	228	235	295	244	326	358
Earliest Start Date	6/21/2018	7/5/2018	7/4/2017	6/26/2017	6/7/2016	5/12/2016	6/11/2015	6/15/2015	6/7/2014	7/8/2014
Latest End Date	11/28/2018	2/8/2019	11/30/2017	11/6/2017	9/30/2016	9/21/2016	11/5/2015	10/15/2015	10/31/2014	9/25/2014
<b>Type 3 Fires</b>	24	43	30	29	25	29	29	39	25	20
Average Duration (days)	11	10	13	10	10	19	9	20	17	8
Average # of People	105	91	64	101	92	65	63	77	80	84
Earliest Start Date	4/27/2018	6/2/2018	5/26/2017	5/23/2017	5/3/2016	5/29/2016	5/6/2015	6/13/2015	6/24/2014	6/17/2014
Latest End Date	10/22/2018	11/16/2018	12/6/2017	11/2/2017	10/26/2016	10/17/2016	10/6/2015	11/19/2015	10/27/2014	9/24/2014

Source: ICS-209 & IRWIN Observer

#### NOTES:

- Average number of people based on total personnel reported on each individual incident
- Latest end date based on the recorded containment dates of incidents in IRWIN and may or may not correlate with dates reported on Final ICS-209

### 11.2 Southwest Coordination Center (SWCC)

Available data is summarized below. Additional historic data on fires in the SWCC can be found at:

[https://gacc.nifc.gov/swcc/dispatch\\_logistics/overhead/overhead.htm](https://gacc.nifc.gov/swcc/dispatch_logistics/overhead/overhead.htm)

	2018		2017		2016	
	Arizona	New Mexico	Arizona	New Mexico	Arizona	New Mexico
<b>Type 1 or Type 2 Fires</b>	2		15	2	6	1
Average Duration (days)	37		34	37	56 days	29 days
Average # of People	620		578	391	540	995
Earliest Start Date	11-Apr-18		23-Apr-17	3-Jun-17	20-May-16	14-Jun-16
Latest End Date	27-May-18		16-Sep-17	22-Jul-17	18-Nov-16	13-Jul-16
Maximum Number of Simultaneous Fires	2		10 (primarily in June)	2		
Maximum Duration of Fire	46		101	37		
Maximum # of People	695		1205	424		
<b>Type 3 Fires</b>	2		9	1	6	1
Average Duration (days)	9		13	18	18	11
Average # of People	246		263	247	277	216
Earliest Start Date	4-Jun-18		6-May-17	26-Jun-17	16-May-16	28-Mar-16
Latest End Date	10-Jul-18		24-Aug-17	14-Jul-17	1-Jul-16	8-Apr-16
Maximum Number of Simultaneous Fires	1		2	1		
Maximum Duration of Fire	13		57	18		
Maximum # of People	280		342	247		

In the Southwestern Geographic Area Coordination Center (SWCC):

NOTE: Between 1990 and 2014, the average duration for SWCC's largest 15 fires (based on acres) was 39 days; the max duration was 153 days. In 2011, one of the worst fire years in NM and AZ in the past decade, the maximum number of people on a fire was 4,734 (Wallow). One fire that year had between 1,000 - 1,500 people. All other fires had less than 1,000.

### 11.3 Northern and Southern California Coordination Centers (ONCC, OSCC)

	2018	2017
	California	California
<b>Type 1</b>	5	6
Average Duration (days)	35 days	24 days
Average # of People	1661	2301
Earliest Start Date	7/7/2018	7/6/2017
Latest End Date	10/12/2018	12/31/2017
<b>Type 2 Fires</b>	10	11
Average Duration (days)	11	19 days
Average # of People	480	591
Earliest Start Date	7/7/2018	6/18/2017
Latest End Date	9/12/2018	10/5/2017
<b>Type 3 Fires</b>	14	31
Average Duration (days)	10	11
Average # of People	178	167
Earliest Start Date	43274	42869
Latest End Date	43406	43054

## 12.0 Pricing Schedule

The Pricing schedule is provided below for the base Pricing (40% waste diversion rate) and optional Pricing line items for cooking oil, tires, batteries (all types), wood, scrap metal, and compost. As noted on the Pricing schedule, the optional Pricing line items vary in their units of measure and should be priced accordingly for each GACC. Optional compost management services may be ordered for the entire incident base or for individual remote camps, thus optional compost management shall be priced per 100 people and will apply only to the camp(s) being serviced..

Should the contractor elect to \*not\* provide service for a specific GACC, the contractor should annotate "N/A" in the appropriate Pricing schedule item box. For example, a contractor may be able to provide only basic service for the SWCC. In this instance, the contractor would annotate "N/A" for all other items in the NWCC, OSCC, and ONCC.

The contractor will confirm with the Facilities Unit Leader, Logistics Section Chief, and Ordering Official if compost management services are feasible at the fire camp.

The daily headcount of total personnel will be based on the number of personnel reported in the ICS-209. This headcount will include the number of individuals at remote camps (and assumes that the fire personnel will back-haul their landfill/recyclable material to the designated drop-off location near the incident base dumpsters).

The contractor will be reimbursed for mileage to/from the main camp to each remote camp. This mileage reimbursement does not include any "on incident" travel or travel associated with hauling the recycle or compost material to a recycle/compost processing center or drop-off location.



FY20 Incident Recycling						
Item	Description	Total Personnel Assigned to Incident (Based on ICS-209)	Northwest Coordination Center (WA, OR) Daily Rate	Northern California Coordination Center Daily Rate	Southern California Coordination Center Daily Rate	Southwest Coordination Center (AZ, NM) Daily Rate
	<b>BASE PRICING ITEM:</b> 40% waste diversion, per Performance Work Statement (includes cardboard, paper, plastic #1, #2, and aluminum/tin cans, glass, wood pallets and any other recyclables required to reach the minimum diversion rate)	-	-	-	-	-
1	Service Level 1	up to 500				
2	Service Level 2	501 – 1,000				
3	Service Level 3	1,001 – 1,500				
4	Service Level 4	1,501 – 2,000				
5	Service Level 5	2,001 – 2,500,				
6	Service Level 6	2,501 – 3,000				
7	Service Level 7	3,001 – 3,500				
8	Service Level 8	3,501 – 4,000				
9	Service Level 9	4,001 – 4,500				
10	Service Level 10	4,501 – 5,000				
5	<b>MILEAGE RATE</b> if providing full, on-site waste diversion services at a remote camp that is not co-located with the incident base.					
	<b>ADDITIONAL SERVICES:</b> These optional Pricing items can be selected in any combination by the Ordering Official.	Unit of Measure	Northwest Coordination Center (WA, OR)	Northern California Coordination Center	Southern California Coordination Center	Southwest Coordination Center (AZ, NM)
6	Cooking Oil**	gallon				
7	Tires**	each				
8	Batteries, all types**	pound				
9	Scrap Metal**	pound				

10	Compost**	Per 100 people *				
** Shall be verified with approved shift ticket and disposal invoice. Shall be signed off by Logistics Section Chief or Facilities Unit Leader.						

## Attachment 1: Final, Written Waste Audit Report Examples

### Sample Section 2: Trash and Recycling Diversion Summaries

Company Name Here

#### Fire Camp Waste Audit Report

Prepared By: **Name**

Prepared For: PNW 2

Incident: White Water Fire

ICP Location: Hoodoo Ski Resort

Reported Locations: ICP Hoodoo Breitenbush Spike Santiam Hele-Base DP-9 Spike (Rebel Spike not Included)

Audit Date: 8/24/2017

Audit #: 002

Report Date: 8/24/2017

Waste Audit was performed over a 24 hour period and provides a per day snap shot of waste diversion and volume information.

Error: (+/- 5%)

Landfill Diversion Rate: **43%**

Total Daily Waste: **31.8** cu.yds

Estimated Personnel: **682**

Landfill Waste					18 cu.yds
Landfill Dumpster ID	Size (cu.yd)	Measured Volume (cu.yd)	% Full	% of Total Waste	Dump Frequency (Days)
1 Food Caterer	30	10	33%	31%	3
2 Field / Ops / ICP	30	8	27%	25%	3.75
Corrugated Cardboard					6 cu.yds
Cardboard Dumpster ID	Size (cu.yd)	Measured Volume (cu.yd)	% Full	% of Total Waste	Dump Frequency (Days) on 30yd Dumpster
1 Food Caterer	30	3.5	12%	11%	5
1 Field / Ops / ICP	30	2.5	8%	8%	
Commingled Recycling					3.3 cu.yds
Location	Bag Size (gallon)	# of Bags Filled	Dry cu.yd Conversion factor (.005)	% of Total Waste	Dump Frequency (Days) on 30yd Dumpster
1 Food Caterer	65	2	0.7	2%	10 - 12
2 Field / Ops / ICP	65	8	2.6	8%	
Returnable Bottles and Cans					4.6 cu.yds
Location	Bag Size (gallon)	# of Bags Filled	Dry cu.yd Conversion factor (.005)	% of Total Waste	Bottles per Day (250 per 65 gallon bag)
1 Field / Ops / ICP	65	14	4.6	14%	3500
Cooking Oil					5.0 gal
Location	Bucket size (gallon)	# of buckets			
1 Food Caterer	5	1			

# DIVERSION REPORT

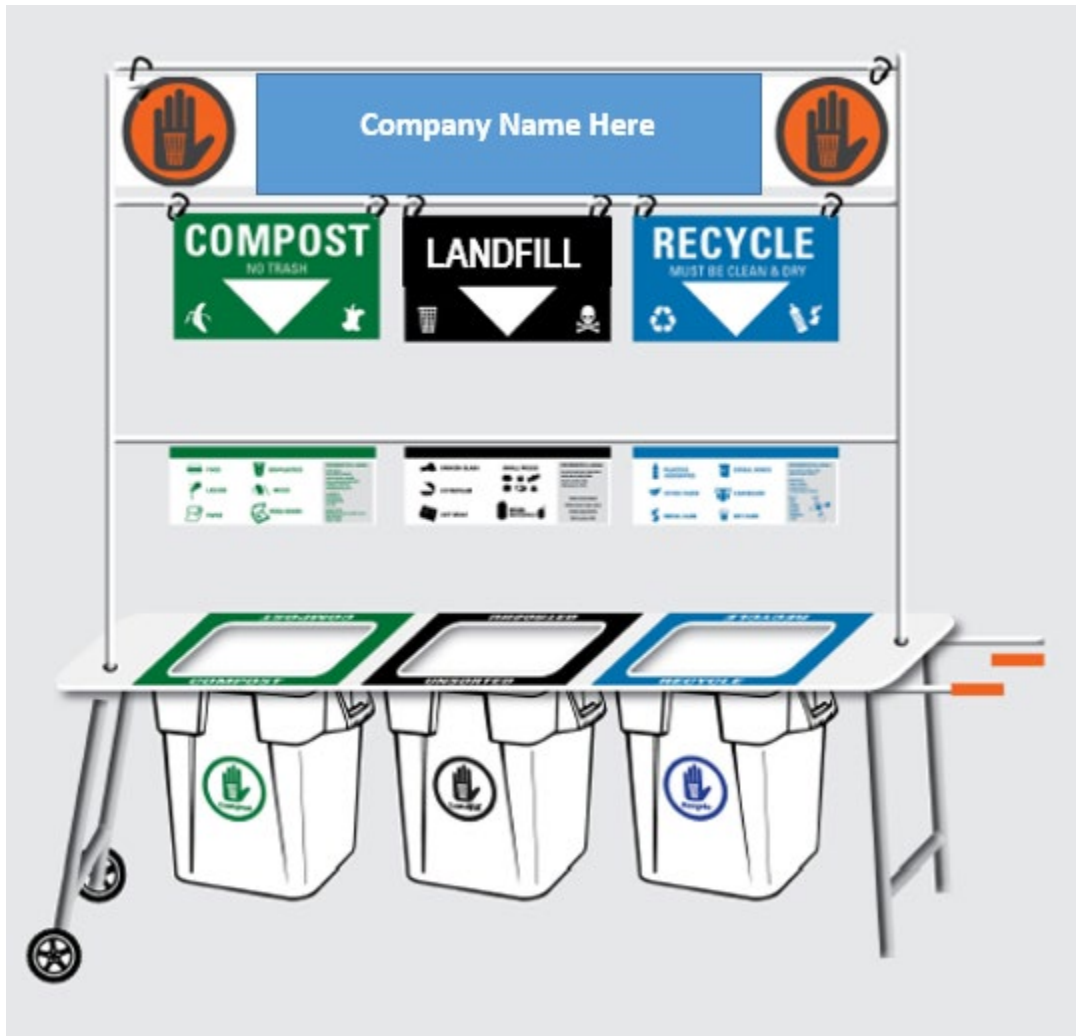
*\*Estimated weights based on average volume to weight conversions using EPA Waste Weight Guidelines*

Waste Stream Type	Average Weight (lbs)	Average Volume (yds)
Cardboard (flattened)	19186	181
Plastic Bottles (un-compacted)	3125.62	135
Paper (office, lunch sack un-compacted)	13080.6	67
Batteries	1416	
Cooking oil	3173	
Aluminum	483	10.5
Glass	1748	4.6
Food donation	3447.22	
Fire hose recycling	5630	
Landfill	67620	490
<b>Diversion Total</b>		<b>43%</b>

## Sample Appendix 1: Daily/Semi-Daily Trash/Recycle Log

WALKER FIRE DIVERSION REPORT						
CARDBOARD		yards	weight lbs		Recycling Locations	Commodity Type
September 7-14	Main camp	52	5512		Greenville Dump & Recycle, InerMountain Recycle, Dawes Recycle, C+S Solutions, Reno Waste Management	Cardboard, plastic bottles, aluminum, paper (brown and white), tin
September 15-18	Main camp	39	4134		Feather River Community College, Jeffrey's Pu	Cooking oil
September 10-18	Spike camp	28	2968		Indian Valley Academy, Plumas Charter School	Food donations
September 19-20	Main camp	15	1590			
September 19-20	Spike camp	25	2650			
September 20th	New ICP	8	848		Portola Food Pantry	Food Donations
September 24th	New ICP	9	954		Susanville Ministry	Food Donations
September 25th	New ICP	5	530		Susanville Food Bank	Food Donations
<b>TOTAL</b>		<b>181</b>	<b>19186</b>		Batteries Plus Bulbs (Reno), InerMountain	Batteries
PLASTIC BOTTLES		yards	weight lbs	number of bottles	Hose2Habitat (non-profit) in California	Fire Hoses
September 7-14	Main camp	21	708.9	13024		
September 15-18	Main camp	40	1191.06	27705		
September 10-18	Spike camp	27	610.8	14208		
September 19-20	Main camp	12	121.2	7,442		
September 19-20	Spike camp	7	71.26	2,223		
September 20th	New ICP	10	167.2	3,000	*smaller bag weights at new ICP 8.8lbs	
September 24th	New ICP	8	114.4	2,560		
September 25th	New ICP	10	140.8	2,900		
<b>TOTAL</b>		<b>135</b>	<b>3125.62</b>	<b>73062</b>		
ALUMINUM/TIN		yards	weight lbs			
September 7-14	Main camp	3	138			
September 15-18	Main camp	3	138			
September 10-18	Spike camp	2	92			
September 19-20	Main camp	1	46			
September 19-20	Spike camp	0	0			
September 20th	New ICP	0.5	23			
September 24th	New ICP	0.5	23			
September 25th	New ICP	0.5	23			
<b>TOTAL</b>		<b>10.5</b>	<b>483</b>			
GLASS		yards	weight lbs			
September 7-14	Main camp	3	1140			
September 15-18	Main camp	1	380			
September 10-18	Spike camp	0.2	76			
September 19-20	Main camp	0.2	76			
September 19-20	Spike camp	0	0			
September 20th	New ICP	0	0			
September 24th	New ICP	0	0			

## Attachment 2: Sample Acceptable Recycling Station



## Attachment 3: Examples of “Main”, “Double” and “Triple” Recycle Stations

### SAMPLE Incident Recycling Stations

#### NOTE:

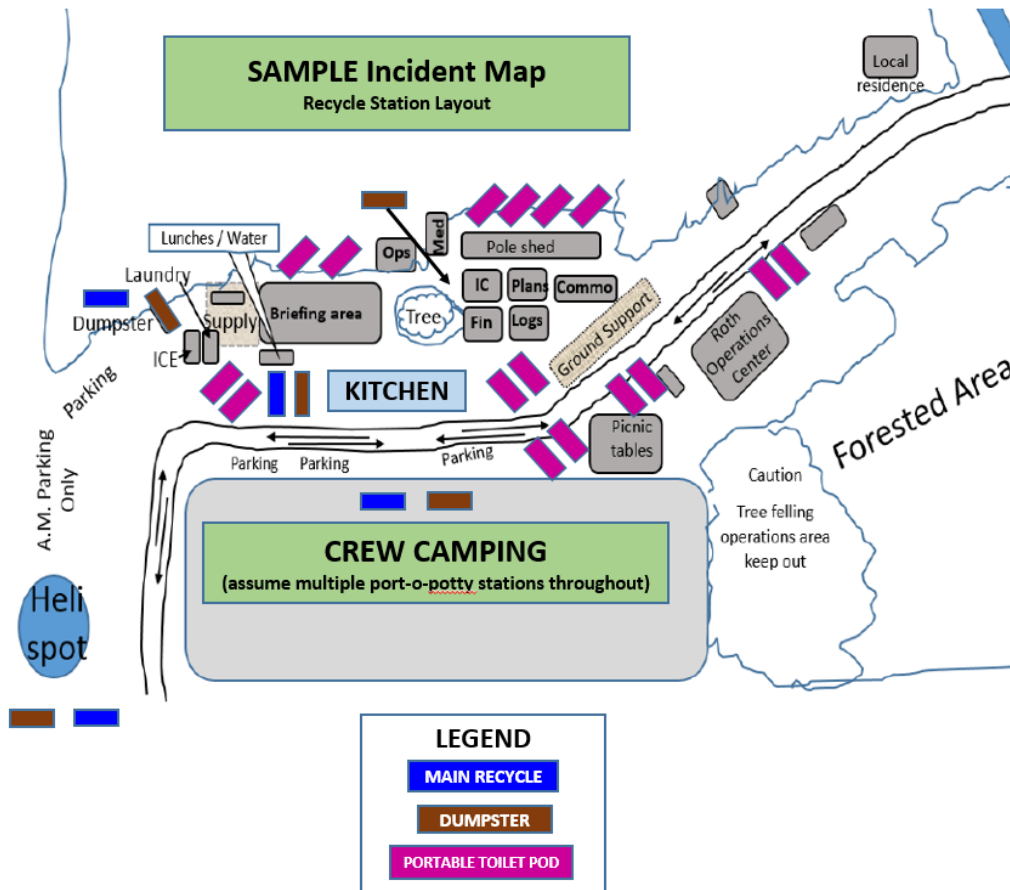
- The Government retains the responsibility for providing dumpsters/roll-off service for trash at the fire camp.
- However, the vendor is responsible for all trash and recycling receptacles (known as “recycle stations”) within the fire camp.
- The contractor may elect to deploy and manage cardboard or other recycling dumpsters (in addition to the main/double/triple recycle stations, as appropriate).
- The vendor determines the most appropriate means to transport **\*ALL\*** recyclables to an appropriate recycle center (e.g., by trailer or other means).



NOTE: The contractor is responsible for providing appropriately color-coordinated bags for managing back-hauled trash and recyclables from spike camps (e.g., clear bags for trash and blue bags for recyclables). These waste/recycle streams require post-sorting for optimum waste diversion.

- “Main recycle stations” shall be placed at all main fire camp dumpsters (including but not limited to the ICP, Supply, Crew Sleeping Areas).
  - Main recycle stations consist of a minimum of (3) co-located, side-by-side 50-gallon roll-carts (or similar) with appropriate signage and lid management to control (1) landfill, (2) plastic #1/#2, and (3) mixed paper. Other recycle streams may be collected here as appropriate. These recycle stations are similar to the “Triple” recycle stations used near offices (just larger).
- NOTE: A Cardboard “Corral” with snow fence or similar and appropriate signage shall be placed near each main recycle station.
- “Double” recycle stations should be at all of the portable toilet hand-wash stations and also interspersed across the camp as appropriate.
  - Double recycle stations consist of a minimum of (2) co-located, side-by-side 32-gallon receptacles (or similar) with appropriate signage and lid management to control (1) landfill and (2) plastic #1/#2.
- “Triple” recycle stations should be interspersed as appropriate in the office area of the camp (including inside each office area or yurt).
  - Triple recycle stations consist of (3) co-located, side-by-side 23 gallon “slim jim” receptacles (or similar) with appropriate signage and lid management to control (1) landfill, (2) plastic #1/#2, and (3) mixed paper.

## Attachment 4: Sample Incident Map



- This Incident map shows a sample representation of the supply, kitchen, crew camping, primary office, and helispot areas, along with dumpster, recycling, and portable toilet pod layout.
- **"Main" recycle stations** should be placed at all dumpsters (see example at left).
  - A fire camp with 1,000 personnel is expected to have at least 4 dumpsters, so 4 main recycle stations would need to be placed adjacent to each of these dumpsters.
  - In addition, the main "office" area should have a main recycle station (the additional "main recycle station" in the office area is shown as an example at left).
- **"Double" recycle stations (landfill and plastic bottles)** should be at all of the portable toilet hand-wash stations and also spread out across the footprint of the camp (in this case, the estimated number of required doubles is 20).
- **"Triple" recycle stations (landfill, plastic bottles, paper)** would be spread out around the overhead office area and inside each office area or yurt (in this case, the estimated number of required triples is 8).
- Once set up, the recycling collection receptacles and stations should be **served 3 times a day**, as the waste stream peaks after meals (breakfast, lunch, dinner).
- When not collecting recyclables, the Contractor shall sort recyclables (may include removing recyclables from the dumpsters), bagging, and transporting recyclables to primary collection areas in preparation for hauling to nearest recycle market.
- The process is **repeated daily** until instructed to demobilize at the conclusion of the incident.

## Attachment 5: Use of Survey123 for ArcGIS to Track Waste and Recycling

### Goals

- Utilize a platform that allows incident recycling vendors to collect waste and recycling data in a **consistent format** in each of the pilot GACCs for future data compatibility. System should be available for data collection while off-line on mobile devices (like Survey123).
- **Minimize vendor (and government staff) time** required to collect and analyze waste and recycling data from the field
- **Minimize errors** in data
- Calculate the **total cubic yards of trash** being hauled off the fire camps each week
- Calculate the **total cubic yards of recyclables** being diverted from the landfill each week
- Calculate the **waste diversion rate** each week (volume of recyclables divided by sum of recyclables plus trash)
- Tie contractor **reporting to performance verification** (with contractor's ability to upload photos) so that we maximize legitimacy and confidence in the data collected
- Sync field-collected data back to AGOL ArcMap with layers that are user-friendly and intuitive (and also clearly communicate which fire camps achieved the highest diversion rates, what was recycled where, etc).

### ArcGIS Survey123 Overview

The following describes how to request a NIFC GIS account, install the Survey123 application on a mobile device or laptop, and enter data in the form.

#### How to Request a NIFC GIS Account

As part of the solicitation process, the contractor shall provide their email address. This email address shall be used by the Government to create an ArcGIS Online (AGOL) account for approved contractors. The contractor shall designate an individual from their team as their Survey123 data manager. This individual will download the Survey123 application on a mobile device (instructions below), use the Government-provided login, and complete waste diversion tracking information in the Survey 123 form (on a weekly basis). The contractor agrees to not share this AGOL login beyond their designated data manager staff.

#### How to Download the Survey123 App on a Mobile Device

The Government created a Survey123 form to standardize reporting related to weekly incident waste diversion information.

The contractor shall download the Survey123 application on a mobile device using the following instructions:

1. Connect your phone or tablet to WiFi.
2. Open the app store on your device.
3. Search for Survey123.
4. Select Survey123 for ArcGIS.



5. Install.

Next, enter or select this link: <https://arcg.is/1fzevD>.

Alternatively you can use this QR code to access the “2020 Incident Waste Diversion Tracker”.



This survey is open to the public and can be submitted either in the Survey123 app (recommended) or via the link in a web browser.

## Part 1: Install Survey123 App on Mobile Device

---

1. Connect your phone or tablet to WiFi.
2. Open the **app store** on your device.
3. Search for Survey123.
4. Select **Survey123 for ArcGIS**.
5. **Install**. (Version 2.6.9 will be used in this course.)




## Part 2: Download A Survey

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### A. Open Survey123 app and sign in


1. Connect to the internet.
2. Start **Survey123**.



3. Select **Menu**. 
4. **Sign in** with your Forest Service ArcGIS Online (AGOL) organizational account.

*Once you've logged in, you won't have to log in again unless you need to switch accounts. If you need to switch accounts select the menu icon.*

### B. Download A Survey

1. Select **Menu**. 
2. Select **Download Surveys**. (It can take a few minutes for the search bar to appear.)

Alternatively, in the Search bar of the Survey123 application, type in “2020 Incident Waste”, and the Survey123 form for “2020 Incident Waste Diversion Tracker” should appear. Select this form and download it.

You should see a “Greening Fire Sustainable Operations” logo next to the name of the “Incident Waste Diversion Tracker” survey form.

Now, when you click on the form, an option to “Collect” data at the bottom of the screen should be visible. After selecting “Collect”, the form will load. The contractor should enter the data weekly.



Select **Collect**.



### Instructions for Data Entry

The form starts with fields related to basic incident information.

Information for “Important Dates” includes “incident start date”, “date arrived on incident”, “start of reporting period”, “end of reporting period” and “date demobilized from incident”.

The correct Geographic Area Coordination Center (GACC) should be selected (and is a required field). All GACCs have a fire prevention map available online. The GACC websites are below:

National Geographic Area Coordination Center: <https://gacc.nifc.gov/>

Northwest (NWCC): <https://gacc.nifc.gov/nwcc/>

Northern California (ONCC): <https://gacc.nifc.gov/oncc/>

Southern California (OSCC): <https://gacc.nifc.gov/oscc/>

Southwest (SWCC): <https://gacc.nifc.gov/swcc/>

The “Incident Order Number” field is critical for cross-referencing the Survey123 data with other, existing ICS-209 data available in ArcGIS. The contractor shall ensure this field is populated.

The Survey123 form requests basic information related to the incident such as the incident name, host unit, etc. This information should be available at the incident base as well as on the GACC websites (if internet is available).

Note: All **\*required\*** fields are marked with a red asterisk in the Survey123 form.

Sample screen shots are provided throughout this section.

## Entering Data Related to Trash

The Survey123 form has fields for each expected dumpster at the incident base (e.g., “ICP Dumpster”, “Supply Dumpster”, etc). The contractor should select the correct dumpster size for each dumpster. Next, the contractor should answer the question, “how many times per week is this dumpster serviced”. The contractor should then enter a reasonable estimate for the actual volume of trash in each dumpster.

When measuring the volume of trash in the dumpsters, it should be measured shortly before the trash

hauling company arrives to service the dumpster (so the maximum volume of trash is reported).

A yardstick (or similar) should be used to obtain as accurate a measurement as possible. This measurement should be as consistent as possible and will be used to estimate the weekly volume of trash hauled to the landfill from the fire camp.

A photo should be taken while measuring the volume of trash in the dumpster. The photo should support the volumetric measurement of trash recorded in the form (e.g., ideally the photo shows the yardstick measurement relative to the height of the trash in the

dumpster).

The form will automatically calculate the estimated weekly volume of trash from each dumpster (e.g., ICP Dumpster Frequency \* Actual Volume of Trash in ICP Dumpster = Estimated Weekly Volume of Trash from ICP Dumpster).

**Do \*NOT\* enter data in any of the fields that have the word “CALCULATE” or “CALCULATED”. These fields will be automatically calculated by the program.**

## Entering Data Related to Recyclables

The weekly volume of recyclables should be entered in the form (along with any photos to support this information, to include photos of receipts from recycle centers if available). The contractor shall use the “remarks” field in the form to explain any volumetric estimations for recyclables.

To increase the integrity and consistency of the data, the contractors shall *\*weigh\** all recycle streams to the greatest extent practicable, then use the Environmental Protection Agency (EPA) published volume-

to-weight conversion factors to calculate and report the volume of recyclables. (The EPA conversion factors can be found at: [https://www.epa.gov/sites/production/files/2016-04/documents/volume\\_to\\_weight\\_conversion\\_factors\\_memo\\_04192016\\_508fml.pdf](https://www.epa.gov/sites/production/files/2016-04/documents/volume_to_weight_conversion_factors_memo_04192016_508fml.pdf))

All recycle streams can be converted consistently across all vendors if weight is used as often as possible, however it is understood that certain circumstances may make it impossible to weigh all recyclables on-site. For example, due to their size, pallets do not need to be weighed; a simple volumetric measurement will suffice. In other instances where it is not practical to weigh the recyclables, the amount of cardboard and paper (fiber) recyclables can be estimated in cubic yards based off of reasonably measured dimensions of the stacks of \*flattened\* cardboard/paper. The amount of flattened plastic #1 and #2 as well as aluminum and tin cans (rigid recyclables) can be estimated in cubic yards using the number of plastic liners/bags that are full and the known size of the plastic liners/bags.

The contractor's data will be compared to baseline observations of trash and recycle volumes generated per capita per day on past incidents. The contractor will have to justify any data that is far outside expected volumes.

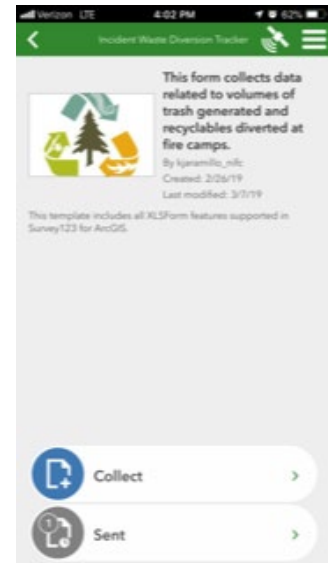
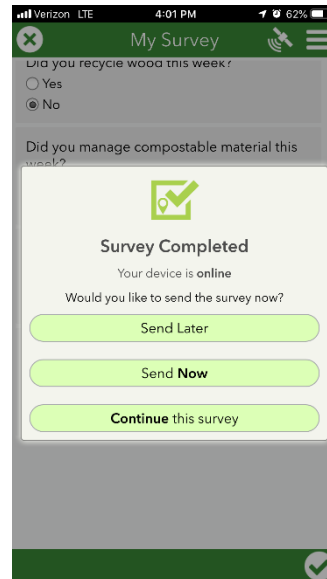
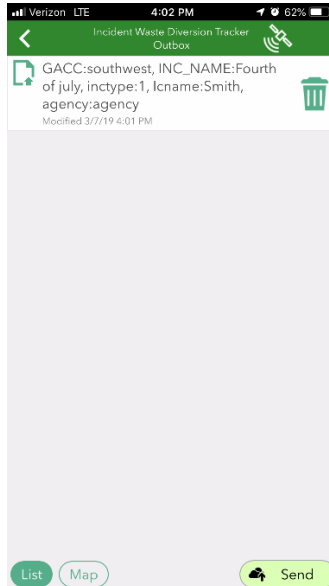
The form separates the “primary recyclables” (cardboard, plastics, paper, glass, donated food, and wooden pallets) from other, optional recyclables.

The form also automatically calculates the diversion rate for these primary recyclables.

Afterward, enter the amount of optional recyclables that were processed (as applicable). The form will then calculate the final, total waste diversion rate at the bottom of the form.

You are now ready to submit the survey.

## Submit Survey



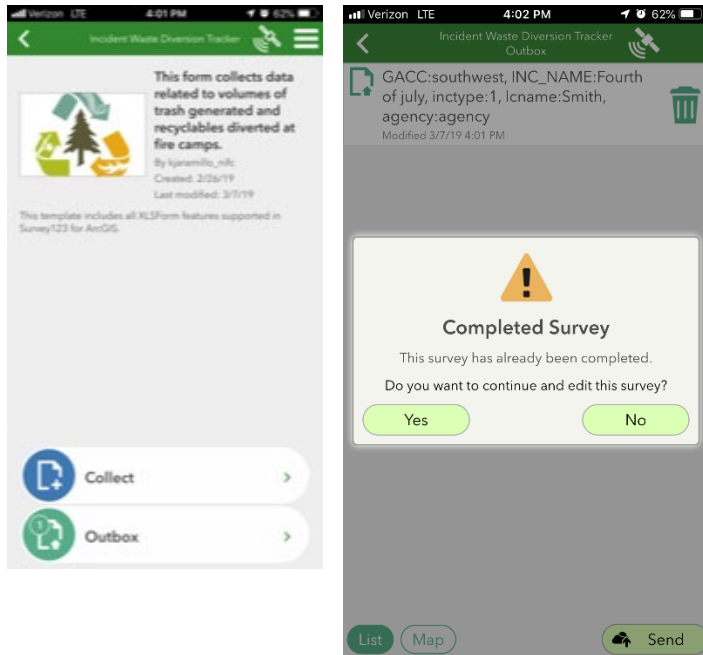
After completely filling out the survey, select the green check box at the bottom right corner of the screen. The form will provide options to Send Later, Send Now, or Continue this survey.

If offline, the contractor can select “Send Later” and the survey form will be stored within the app on the mobile device until the individual is ready to submit the survey form later.

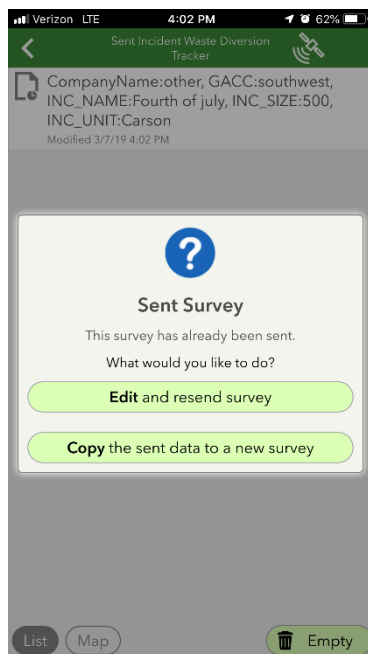
If the contractor is online and selects “Send Now”, the app will send this form to the Government (along with any other saved forms that were previously selected to “Send Later”).

## Outbox

The next time the Survey123 app is opened on the mobile device, the forms previously submitted will be shown in the “outbox”. **Do \*NOT\* click on the “outbox” and proceed to edit previously submitted weekly forms.** Every attempt should be made by the contractor to correctly enter data prior to submitting it.



Copying data from past forms to current forms



If the “outbox” is clicked, the contractor can elect to “Copy the sent data to a new survey”. Be **\*VERY CAREFUL\*** when selecting this option so that you **ONLY** the current information for this week’s report is entered, and there is no accidental re-submission of the same data for two different weeks.

Questions regarding this form should be directed to the COR.

## Contract Administration

### SECTION A – RESERVED

### SECTION B - INTRODUCTION

#### B.1-- I-BPA USE AND INTENT

- (a) The intent of this solicitation is to obtain the services described in D.1 Scope of Agreement for Local, Regional, and Nationwide fire suppression and all-hazard incidents.
- (b) The Blanket Purchase Agreements resulting from this Request for Quote (RFQ) may be used by multiple State and Federal wildland fire agencies.
- (c) Exhibit B contains requirements specific to the various State and Federal wildland fire agencies.

#### B.2-- PRICING AND ESTIMATED QUANTITY

- (a) This solicitation will result in multiple agreements. The dollar limitation for any individual order is the Simplified Acquisition Threshold (SAT). Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.
- (b) Proposed rates shall include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/ operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractors representative attendance at the operational period briefings should also be included. Contractors shall comply with the 2:1 work/rest ratio as outlined in the Interagency Incident Business Management Handbook (Work/Rest Guidelines). When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.
- (c) Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

### B.3-- BASIS OF AWARD

- (a) The Government will award a sufficient number of I-BPAs anticipated to meet incident resource needs resulting from this solicitation to responsible quoters whose quotes conforming to the solicitation will be advantageous to the Government, price and other factors considered. The number of I-BPAs awarded will be determined based upon historical usage and other relevant data such as predictive services information, available personnel to administer agreements, etc.
- (b) The following factors shall be used to evaluate quotes:
  - (1) operational acceptability of services offered to meet the Government requirement
  - (2) price reasonableness
  - (3) past performance dependability risk
- (c) A quote will be considered operationally acceptable if the offered resource meets the minimum requirements stated in the specifications. This includes:
  - a. Resume of contractor's proposed Operations Manager demonstrating a minimum of two years of experience in implementing waste diversion systems
  - b. Documentation that supports the company's participation in the National Recycling Coalition or similar state or local-based recycling coalition, association, alliance, or similar
  - c. Documentation that supports company experience with direct, field management of waste streams for public events/ firefighting camps lasting more than one consecutive day with attendance over 500 people per day
  - d. Minimum of one (maximum 5) waste diversion report(s) from previous client(s) showing the company achieved a minimum of 40% waste diversion in past recycling efforts.
  - e. Note: Operational acceptability will be evaluated as high, medium, low, or unknown (high indicating significant operational acceptability). Generally, higher evaluations are a factor in determining Best Value.
- (d) Price reasonableness may be based upon competition, government estimates, commercial pricing, historical data, etc.; generally, reasonable pricing that is low is a factor in determining Best Value.
- (e) Past performance dependability risk will be assessed as high, medium, low, or unknown (high indicating significant probability for poor future performance) based upon customer satisfaction as reflected in evaluations received for the quoter. Pursuant to FAR 42.1501 the contractors record of integrity and business ethics, and generally, the contractors business-like concern for the interest of the customer will be a consideration of past performance. Generally, past



performance evaluations that reflect a higher degree of “outstanding” performance are a factor in determining Best Value.

- a. Past performance evaluations shall be submitted to the Contracting Officer that provide customer feedback on the following:

1	The quality of the firm's overall management of waste diversion collecting, sorting, transporting, and reporting	O G A M U N/A
2	The firm's overall corporate management, integrity, reasonableness and cooperative conduct:	O G A M U N/A
3	The firm's overall customer service (including meeting contract requirements with little rework, communicating with stakeholders, etc)	O G A M U N/A
4	The firm's ability to control costs and provide the required work at a reasonable total price:	O G A M U N/A
5	The firm's schedule management (arrived on-time with appropriate staff and equipment)	O G A M U N/A
6	Compliance with safety standards and/or number of safety related incidents, code compliance, as applicable:	O G A M U N/A
7	The firm's overall contract compliance	O G A M U N/A
8	Would you award another contract to the firm? If no, please explain	Yes/No
9	Has the firm been provided an opportunity to discuss or respond to any negative comments or performance ratings? If so, what were the results?	Yes/No
10	Overall rating for firm	O G A M U N/A

- (f) The notice of award will be electronically mailed to the vendors email address as provided in the quote.

#### B.4-- UNRESTRICTED

(a) I-BPA solicitations will be set-aside for small business concerns unless market research indicates a need to advertise on an unrestricted basis (i.e. there are not enough small business concerns to meet anticipated needs). If Block 10 of the SF-1449 is checked unrestricted:

(1) Multiple awards of I-BPAs resulting from this solicitation will be made to responsible business concerns.

(2) Ordering procedures will be determined by the method described in D.6.3; no advantage will be given for business size or status in an unrestricted solicitation.

#### B.5-- SUMMARY

(a) The Contractor shall register and update information in the System for Award Management (SAM), formerly known as CCR. As a part of their SAM information, they shall complete online Representations and Certifications (formerly known as the Online Representations and Certifications Application or

ORCA) within SAM at <https://www.sam.gov>. If the Contractor chooses not to complete FAR 52.212-3, Offer Representations and Certifications - Commercial Items (see E.2) on-line, then a completed copy of this clause shall be completed and submitted separately via email or fax to the Contracting Officer as a part of the quote. IMPORTANT: Your account being active in SAM is directly related to you being able to receive payment for any orders received. If you do not update the Entity Management information at least once every 365 days, the registration becomes in-active.

(b) 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/>.

## SECTION C - CONTRACT CLAUSES

Updated through FAC 2005-100, Effective 22 AUG 2018

### C.1-- 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (AUG 2018)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-240) 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).
- (4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 4053).
- (5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41. U.S.C. 4009).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (8) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) [Reserved]

\_X\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). (NOTE: This clause is applicable if the solicitation is set aside for HUBZone Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.) (ii) Alternate 1 (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). (ii) Alternate 1 (JAN 2011) of 52.219-4.

(13) [Reserved]

\_X\_ (14)(i) 2.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644). (ii) Alternate I (NOV 2011). (iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644). (ii) Alternate I (OCT 1995) of 52.219-7. (iii) Alternate II (MAR 2004) of 52.219-7.

\_X\_ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)). (ii) Alternate I (NOV 2016) of 52.219-9. (iii) Alternate II (NOV 2016) of 52.219-9. (iv) Alternate III (NOV 2016) of 52.219-9. (v) Alternate IV (AUG 2018) of 52.219-9.

\_X\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_X\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f). (NOTE: This clause is applicable if the solicitation is set aside for Service- Disabled Veteran-Owned Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)

\_X\_ (22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).

\_X\_ (23) 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015)(15 U.S.C. 637(m)). NOTE: This clause is applicable if

the solicitation is set aside for EDWOSB or WOSB. See Block 10 of the SF-1449 for solicitation set aside action.

\_X\_ (24) 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)(15U.S.C. 637(m)).

NOTE: This clause is applicable if the solicitation is set aside for EDWOSB or WOSB. See Block 10 of the SF-1449 for solicitation set aside action.

\_X\_ (25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_X\_ (26) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

\_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

\_X\_ (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246). (ii) Alternate I (FEB 1999) of 52.222-26.

\_X\_ (29)(i) 52.222-40, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212). (ii) Alternate I (JUL 2014) of 52.222-40.

\_X\_ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793). (ii) Alternate I (JUL 2014) of 52.222-36.

\_X\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627). (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(40)(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.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(38)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (JUN 2014)(E.O. 13423 and 14014). (ii) Alternate I (OCT 2015) of 52.223-13.

(39)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Television (JUN 2014)(E.O. 13423 and 14014). (ii) Alternate I (JUN 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 14014). (ii) Alternate I (JUN 2014) of 52.223-16.

\_X\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)(E.O. 14013).

(43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(44) 52.223-21, Foams (JUN 2016) (E.O. 13696).

(45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a). (ii) Alternate I (JAN 2017) of 52.224-3.

(46) 52.225-1, Buy American - Supplies (MAY 2014) (41 U.S.C. chapter 83).

(47)(i) 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110- 138, 112-41, 112-42 and 112-43). (ii) Alternate I (MAY 2014) of 52.225-3. (iii) Alternate II (MAY 2014) of 52.225-3. (iv) Alternate III (MAY 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_ (55) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

(60)(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. (iii) Alternate II (FEB 2006) 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:

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495)

\_X\_ (2) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).

\_X\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_X\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (MAY 2014) (41 U.S.C. Chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_X\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 4009).

(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. 113-240) 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).

(iv) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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).

(viii) 52.222-40, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627). (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a). (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (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.

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

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

52.212-4 Contract Terms and Conditions Commercial Items (JAN 2017)

52.223-1 Biobased Product Certification (MAY 2012)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

52.236-7 Permits and Responsibilities (NOV 1991)

52.245-1 Government Property (JAN 2017)

#### C.2.1 -- ADDITIONAL INFORMATION REQUIRING VENDOR CERTIFICATION.

This is to notify you of recent award prohibitions contained in sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-240) regarding corporate felony convictions and corporate tax delinquencies. Under the Appropriations Act, no awards can be made to any corporation (for profit or non-profit) that has a tax delinquency or felony conviction as defined in the Appropriations Act and described in the attached representation. To comply with these provisions, all offerors are required to complete the representation in SAM. Please note that if you have a tax delinquency or felony conviction, as defined in the Appropriations Act and described in the attached representation, you are not eligible for award. If you are ineligible for award because of these prohibitions it is possible that you can regain eligibility for award, but only if the suspension and



debaring official considers your tax delinquency and/or felony conviction and determines that suspension or debarment is not necessary to protect the interests of the Government.

#### *C.2.2 -- ASSIGNMENT OF CLAIMS.*

- (a) Assignment of claims is not authorized.
- (b) In accordance with FAR Part 32.803, it is determined prohibiting assignment of claims against this I-BPA and any resultant resource order is in the Governments interest.
- (c) Pursuant to FAR 52.212-4, vendors shall not change the name or address for EFT payments in the SAM record to reflect an assignee for the purpose of the assignment of claims.

### *C.3-- AGREEMENT AND PERFORMANCE PERIODS*

#### *C.3.1 -- AGREEMENT PERIOD.*

Estimated date of award is May 15th, 2019 . The Agreement period is for three years from the date of award. An annual review will be conducted and at that time, Contractors will be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect.

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

#### *C.3.2-- START WORK.*

The Contractor shall be able to respond to incidents within 7 days of agreement award.

#### *C.3.3-- AGREEMENT CANCELLATION.*

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

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

Buying Team Members, Warranted Procurement Unit Leaders, Contracting Officers, and Purchasing Agents with adequate warrant authority 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, Designated Administrative Contracting Officer, 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) The Government shall not be liable for any loss, damage or destruction of 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 contractor is responsible for properly securing equipment, operating all equipment within its operating limits, and is responsible for safety of the equipment.

#### C.9-- FIREARM - WEAPON PROHIBITION

The possession of firearms or other dangerous weapons (18 USC 930 (g)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knife with a blade less than 2 1/2 inches in length or a multi-purpose tool such as a Leatherman.

## C.10-- HARASSMENT FREE WORKPLACE

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

## SECTION D - RESOURCE INFORMATION

### D.1-- SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain incident recycling services as identified in the scope of work above for use on a local, regional and nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, personnel necessary to meet or exceed the Agreement specifications. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

### D.2-- EQUIPMENT REQUIREMENTS

#### *D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.*

See Section Section 4.4 for details. All contractor-provided equipment shall be maintained in good repair by the Contractor.

##### D.2.1.1 -- Contractor Provided Personal Protective Equipment.

- (a) Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as required/recommended for Waste Management and Recycling by the Occupational Safety and Health Administration (OSHA) and prescribed in the agreement. Contractor shall be responsible for ensuring the PPE is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. Contractor shall be responsible for ensuring all of its employees arrive at the incident and continue to wear proper incident attire:

- (1) FOOTWEAR: Closed toe shoes must be worn while providing services on an incident assignment. Sandals and/or flip flops are not acceptable footwear while working on an incident.

- (2) CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans. The Incident Commander may release from an incident assignment any Contractor employee who is not wearing proper incident attire in accordance with D.19 -- Workmanship.

##### D.2.1.1.1-- Optional Items.

Section 12.0 lists the Optional Items covered in this contract. Additional information related to these items is covered in Sections 1.0 through 10.0.

#### *D.2.2 -- VEHICLE LICENSING REQUIREMENTS.*

- (a) All vehicles and equipment offered and under hire on this Agreement shall contain a fire extinguisher, multi-purpose 2A 10BC, that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag.

D.2.2.1 -- Licensed Units. All Units offered and used under this Agreement shall be licensed and legally operable on all roads. All Units with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)

#### *D.2.2.3 -- TRANSPORTATION.*

- (a) All vehicles offered and under hire on this Agreement shall be licensed and legally operable on all roads. All vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) current Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)
- (b) All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in this solicitation. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.
- (c) Operators of any motor vehicle having a GVWR of 26,001 pounds or greater shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of 10,001 pounds and greater shall have a current medical card.
- (d) Brakes on all axles. All vehicles 36,000 GVWR or greater shall be installed with an operator-controlled auxiliary braking system in addition to the service brakes (i.e., engine retarder, transmission retarder, driveline retarder, or exhaust retarder).
- (e) Backup Alarm. All vehicles under hire on this Agreement shall include an electric or electronic backup alarm that meets the Type D (87 decibels, dBA) requirements of SAE J994.

D.2.2.1 -- Tire Requirements. This section has been deleted and does not apply.

D.2.2.1.1 -- Spare Tire. This section has been deleted and does apply.

D.2.2.2 -- Prohibited Marking. Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.2.2.3 -- 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

- (a) All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).
- (b) Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.
- (c) Contract resources must abide by the terms and position requirements of the respective agreement they are hired under.

#### *D.3.2 -- ENGLISH SPEAKING REQUIREMENT.*

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

### D.4 -- EQUIPMENT RELIABILITY

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

### D.5 -- RESERVED

### D.6 -- ORDERING PROTOCOL FOR RESOURCES

- (a) The Contractor shall restrict calls to ordering officials identified above, the incident, and dispatch. Ordering officials will not provide information, such as when or if a Contractor will be called for an assignment or status of other contractors.

#### D.6.3 – ORDERING PROCEDURES FOR RESOURCES.

D.6.3.1 – Following agreement award, each request for services under the Blanket Purchase Agreement shall be placed by authorized personnel as outlined at C.4. Ordering activities will place orders in a competitive environment to contractors offering the Best Value for the Government. The Government intends to evaluate Best Value based on operational acceptability of services offered to meet the Government requirement (to include evaluation of additional services and vendor availability), price, and past performance dependability risk.

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

##### D.6.4.1 -- Information Provided to the Contractor.

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

#### *D.6.5 -- DISPATCHING PROCEDURES.*

D.6.5.1 -- Contractor shall check in at the assignment at the time agreed upon when ordered.

D.6.5.2 -- At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

D.6.5.3 -- The vendor will not be paid for travel to and from the incident (these costs should be included in the daily rate). The vendor will be paid for travel to and from remote camps as applicable (see Section 5.0 and 12.0).

#### *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). Reference D.21.8.1.2. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

#### *D.6.7 -- WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT*

- (a) Work/rest and length of assignment 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 within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.
- (b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:
  - (1) Request the Contractor 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.
  - (2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.

- (3) With the Government's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

#### D.6.8 -- DEMOBILIZATION.

The Incident Commander will determine the priority of demobilization. The contractor shall demobilize within 24 hours of notification.

#### D.6.9 -- RELEASE.

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

### D.7 -- PROPERTY

#### D.7.1 -- ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS.

- (a) Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre- Use Inspection and D.18, Noncompliance after Acceptance at Incident).
- (b) Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

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

The Contractor shall arrive at the incident with one copy of the complete Agreement and retain two copies in their possession at all times.

### 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 -- RESERVED

## D.13 -- CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operations manager leading the recycling team shall be considered the Contractor's Representative for this Agreement.

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

### *D.14.1 -- FIRST AID RESPONSIBILITY*

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

### *D.14.2 -- MEDICAL INSURANCE*

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

## 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. 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 -- RESERVED

#### D.17 -- INCIDENT INSPECTION

- (a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections.
- (b) If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does 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, vendor agreement will be suspended and considered unavailable for orders 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 DOCUMENTATION*

Copies of the incident inspection documentation shall be distributed as follows:

- (a) The original shall remain with the fire documents on Host Unit.
- (b) A copy of the inspection shall be given to the Contractor and/or the Contractors Representative.
- (c) A duplicate copy shall be forwarded to the CO for all non-compliant resources.

#### D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer and Contracting Officer's Representative. Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

#### D.19 -- BUSINESS RELATIONS IN GENERAL

- (a) 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 support of recycling at the incident. 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.

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

#### D.19.1 -- INCIDENT BEHAVIOR.

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

#### D.20 -- PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluators signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident

Finance Section (for distribution to the Contracting Office and the Host unit incident file).

#### D.21 -- PAYMENTS

Payments will be made in accordance with D.21.8.

D.21.1 -- [RESERVED]

D.21.2 -- WITHDRAWAL OF RESOURCE(S)

Refer to D.21.8.3(b)

*D.21.3 -- REPAIRS*

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$90 per hour, plus parts and will be deducted from payment to the contractor.

*D.21.4 -- OPERATING SUPPLIES*

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

*D.21.5 -- REMAIN OVERNIGHT ALLOWANCE (RON)*

- (a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.
- (b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site ([www.gsa.gov](http://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, shall be submitted as supporting documentation with payment documents.
- (c) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at [www.gsa.gov](http://www.gsa.gov).
- (d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.
- (e) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

*D.21.6 -- FOOD & DRINK*

- (a) Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.

- (b) After that time, when Government subsistence at incident camps 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.
- (c) The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

#### *D.21.7 -- ORDER CANCELLATION*

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

#### *D.21.8 -- PAYMENTS*

- (a) The host agency for each incident is responsible for payments. See Exhibit B for complete agency payment office information.
- (b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 -- Rates of Payments. Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

- (a) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- (b) Refer to D.21.8 for price structure and any payment specifics.

D.21.8.1.1 -- The vendor will be paid for mileage only when providing on-site recycling services for remote camps.

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

- (a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty-day (operational period, see Exhibit A).
- (b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.
- (c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift.
- (d) As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required

regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.

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

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

D.21.8.3 -- Exceptions

- (a) No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
- (b) If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- (c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.
- (d) No payment will accrue when the contractor is off shift in compliance with the mandatory Work/Rest and Length of Assignment provisions. Refer to D.6.7.
- (e) Deductions. Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.
- (f) Reassignment of resources. Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

#### D.21.9 -- INVOICING PROCESS.

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

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

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

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

D.21.9.5 -- The incident will submit a payment package including all signed originals, including a detailed invoice that supports each days activity, and a copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), supporting documentation per the Interagency Incident Business Management Handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office.

#### D.22 -- RESERVED

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

Provided as a separate attachment.

### SECTION E -- SOLICITATION PROVISIONS

#### E.1 -- INSTRUCTION TO OFFERORS.

##### 52.212-1 -- Instruction to Offerors -- Commercial Items (MAR 2020)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with [subpart 4.10](#) of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for electronically submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by close of business on the date specified in the solicitation.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST ( <https://assist.dla.mil/online/start/> ).

(ii) Quick Search ( <http://quicksearch.dla.mil/> ).

(iii) ASSISTdocs.com ( <http://assistdocs.com> ).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-



- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST;

or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

## E.2 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Offerors who have not completed the annual representations and certifications electronically in the System of Award Management (SAM) or who have changes to their reps and certs need to complete or update their information in SAM in order to be eligible for award.

### 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (AUG 2018)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs

(c) through (u) of this provision.

(a) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner. “Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and

definitions of 6 U.S.C. 395(c). “Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women- owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women- owned business concern and did not represent itself as a small business concern in

paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

—

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1402). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly

employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products [List as necessary]:

LINE ITEM NO. COUNTRY OF ORIGIN

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225- 3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products [List as necessary]:

LINE ITEM NO. COUNTRY OF ORIGIN

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”



Other Foreign End Products [List as necessary]:

LINE ITEM NO.      COUNTRY OF ORIGIN

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

---

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products [List as necessary]:

Line Item No.:      Country of Origin:

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products [List as necessary]:

Line Item No.:      Country of Origin:

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products [List as necessary]:

Line Item No.:        Country of Origin:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:          Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its

certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN \_.

☐ TIN has been applied for. ☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government; ☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship; ☐ Partnership;

☐ Corporate entity (not tax-exempt); ☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local); ☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4; ☐ Other \_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information: Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name (Do not use a “DBA” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-240), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code (or mark “Unknown”).

Predecessor legal name \_\_\_\_.

(Do not use a "doing business as" name).

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported \_\_\_\_.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-240) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully



reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

Alternate I (Oct 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.) [The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

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

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

### TITLE

Exhibit A – Definitions & Abbreviations

Exhibit B – Payment Office Information

Exhibit C – Harassment-Free Workplace Policy

Exhibit D – DOL Wage Determination

Exhibit E – INCIDENT BLANKET PURCHASE AGREEMENT (I-BPA) PERFORMANCE EVALUATION

Exhibit F – Safety Standards

Exhibit G – Emergency Equipment Shift Ticket OF-297

## EXHIBIT A – DEFINITIONS AND ABBREVIATIONS

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein; the definitions provided in this exhibit are included in every solicitation (i.e., boilerplate), therefore some of the definitions may not be applicable to the solicitation you are responding to:

AGENCY – See “Government”

AGENCY COOPERATOR – Local Government entities available through agreement to assist the Federal and State Government agencies.

AGREEMENT – References the Blanket Purchase Agreement documented on the SF-1449/OF- 294, and its attachments.

CAMPSITE – Any area designated by the Government where there are facilities in support of an incident.

CVSA – Commercial Vehicle Safety Alliance CO – Contracting Officer

COR – Contracting Officer’s Representative – GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the Contracting Officer (CO).

CREW PERSON – Basic wildland firefighter used to control and extinguish wildland fires and works as a member of an engine crew under the supervision of a higher qualified individual.

DESIGNATED DISPATCH POINT (DDP) – Physical address where the resource is located as identified in VIPR.

GOVERNMENT – United States Department of Agriculture – Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS), Federal Emergency Management Agency (FEMA), and the following Cooperators:

Northern Rockies Coordination Center / Northern Region (R1): Montana Department of Natural Resources and Conservation (MT DNRC), Idaho Department of Lands (IDL), North Dakota Forest Service (ND FS), and Montana Disaster & Emergency Services (DES)

Rocky Mountain Area Coordination Center / Rocky Mountain Region (R2): States of Colorado, Kansas, Nebraska, South Dakota, and Wyoming

Southwest Coordination Center / Southwest Region (R3): States of Arizona and New Mexico and West Texas

Eastern Great Basin Coordination Center / Western Great Basin Coordination Center / Intermountain Region (R4): States of Idaho, Nevada, Utah, and Wyoming

Northern California Geographic Area Coordination Center / Southern California Geographic Area Coordination Center / Pacific Southwest Region (R5): State of California and Pacific Islands

Northwest Coordination Center / Pacific Northwest Region (R6): Oregon Department of Forestry (ODF) and Washington Department of Natural Resources (WDNR)

Southern Area Coordination Center / Southern Region (R8): States of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, and Virginia

Eastern Area Coordination Center / Eastern Region (R9): States of Connecticut, Delaware, Illinois, Indiana, Iowa, Massachusetts, Maryland, Maine, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Wisconsin, and West Virginia

Alaska Interagency Coordination Center / Alaska Region (R10): State of Alaska

GOVERNMENT REPRESENTATIVE – Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position.

HOST DISPATCH CENTER – Interagency dispatch center responsible for dispatching resources under this agreement.

HOST DISPATCH ZONE – Geographic area defined by the Host Dispatch Center's area of authority.

ICPI – Incident Contract Project Inspector ICS – Incident Command System

IIBMH – Interagency Incident Business Management Handbook IPT – Iron Pipe Thread

INCIDENT – An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

ON SHIFT – Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

ORDERING OFFICIAL – The ordering official is a warranted contracting officer with delegated authority for the requiring incident.

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

PROPERTY –

Accountable Property. Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number.

Durable Property. Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.

Consumable Goods. Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked.

RESOURCE – Equipment, personnel, supplies, or a service used to support incidents. RON – Remain Over Night

ROSS – Resource Ordering and Status System

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

WORK/REST – Refer to D.6.7

## EXHIBIT B – PAYMENT OFFICE INFORMATION

### FOREST SERVICE

Albuquerque Service Center – B&F Incident Finance

101 B Sun Avenue NE Albuquerque, NM 87109

1-877-372-7248

### BUREAU OF LAND MANAGEMENT

National Operations Center PO Box 25047, Bldg 50

Denver Federal Center Denver, CO 80225-0047

Mail Stop OC-620

1-877-480-9724

### NATIONAL PARK SERVICE

National Park Service

Accounting Operations Center (AOC) PO Box 100000

Herndon, VA 20171

703-487-9453

### BUREAU OF INDIAN AFFAIRS

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

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

## FISH & WILDLIFE SERVICE

NIFC – US Fish and Wildlife Service Branch of Fire Management

3833 S. Development Avenue Boise, ID 83705

208-387-5536

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

## EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY

**POLICY:** The National policy states: The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non- merit factors.

The Forest Service strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

**ACTION REQUIRED:** Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

**LOCATIONS COVERED:** The contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

**WHAT HARASSMENT IS:** Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

**Physical conduct:** Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.

**Verbal or written conduct:** Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

**Visual, Graphic or Pictorial Displays:** Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive,

threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

Tell the harasser to stop the offensive conduct; and/or Tell a manager or supervisor about the conduct; and/or

Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from the Human Resource Specialist on the incident.

## EXHIBIT D - DOL WAGE DETERMINATION

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.40 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least

\$10.40 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa. Alaska: Entire state.

## EXHIBIT E – INCIDENT BLANKET PURCHASE AGREEMENT (I-BPA) PERFORMANCE EVALUATION

Before fully demobilizing from each incident, the vendor shall provide a blank copy of the Exhibit E performance evaluation (available at:

[https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd508744.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd508744.pdf)) to the Logistics Chief or appropriate logistics official. The vendor shall make every effort to obtain the completed form from the Logistics Chief or appropriate logistics official and include in the final, written Waste Diversion Report.

## EXHIBIT F – SAFETY STANDARDS

NOTICE: The following minimum contract standard shall be upheld at all times. The Contracting Officer or appointed representatives (COR) shall consider individuals who cannot meet these minimum requirements UNSAFE and may remove the individual or, if necessary the entire resource from the job site in accordance with the terms of the agreement specification:

#### A. Heat Stress

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2nd ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress. Cost is 10 cents each.

#### B. Smoke and Carbon Monoxide

For information on this subject call USDA Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for Health hazards of Smoke, Recommendations of the Consensus Conference, April 1997 (Item Number 97512836). Copies are available free of charge in limited numbers.

#### C. “Six Minutes for Safety” Training

It is recommended that daily Six Minutes for Safety training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season. The NWCG website gives information on Six Minutes for Safety, go to [www.nwcg.gov](http://www.nwcg.gov)

#### D. Seat Belts

Seat belts shall comply with applicable Federal Motor Vehicle Safety Standards/OSHA requirements and be used when the vehicle/equipment is in motion. It is the operator’s responsibility to ensure compliance.

E. Personal Protective Equipment (PPE) – see Section D.2 of the specifications for a complete list of PPE required by the contractor.

#### F. Fireline Leadership Communications Skills.

All personnel in leadership positions such as Equipment Operators, Engine Bosses and radio operators, shall be able to communicate fluently at a conversational level in English.

Specifically:

All radio communication on tactical, command and air-to-ground frequencies will be in the English language.

All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read write and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the individuals they directly supervise.

#### G. Incident Identification/ Qualification Card.

Personnel shall carry a government (state or federal) picture identification card, such as a driver’s license, passport, state identification card, etc



## H. Physical Demands

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

Added for Engine and Tactical Water Tender personnel:

All engine and tactical tender personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45- pound pack in 45 minutes.

Copies of the publication titled "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at [www.nwcg.gov](http://www.nwcg.gov), in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

The Government reserves the right to monitor the administration of any classroom instruction, and Pack Tests administered for compliance with "Work Capacity Fitness Test Instructor's Guide."

## I. Work/Rest/Driving/ and Length of Assignment Guidelines

Information on current agency policy on work/rest guidelines, length of assignment, days off and other fire business management information can be found at: [www.nwcg.gov](http://www.nwcg.gov)

## EXHIBIT G – EXAMPLE OF EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET					
<i>NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.</i>					
1. AGREEMENT NUMBER			2. CONTRACTOR (name) Triple Flare		
3. INCIDENT OR PROJECT NAME		4. INCIDENT NUMBER		5. OPERATOR (name)	
6. EQUIPMENT MAKE		7. EQUIPMENT MODEL		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)	
12. DATE MO/DAY/YR	13. EQUIPMENT USE		14. REMARKS (released, down time and cause, problems, etc.)		
	START	STOP			
				15. EQUIPMENT STATUS <input type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor	
				16. INVOICE POSTED BY (Recorder's initials)	
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE			18. GOVERNMENT OFFICER'S SIGNATURE		19. DATE SIGNED

NSN 7540-01-119-562850297-102

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