

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER		PAGE 1 OF	
<i>Offeror to complete blocks 12, 17, 23, 24, &amp; 30</i>							
2. CONTRACT NO. <b>1204N020A0005</b>		3. AWARD/EFFECTIVE DATE <b>01/31/2020</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL		a. NAME <b>Cynthia Armour (CO)</b>				b. TELEPHONE (No Collect Calls) <b>541-416-6662</b>	
9. ISSUED BY (MAIL OFFERS TO)		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET-ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS, <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> 8(A)  <input type="checkbox"/> SOLE SOURCE  NAICS: 115310 SIZE STANDARD: \$20.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED. <input type="checkbox"/> SEE SCHEDULE	
USDA FOREST SERVICE Ochoco National Forest 3160 NE Third St. Prineville, OR 97754 Attn: Cyndy Armour						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER  UNDER DPAS (15 CFR 700)	
						13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO:		CODE		16. ADMINISTERED BY			
SAME AS BLOCK 9				SAME AS BLOCK 9			
17a. CONTRACTOR/OFFEROR		CAGE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
Inbound, LLC 7618 SW Locust St. Portland, OR 97223 <a href="mailto:inbound@inboundllc.com">inbound@inboundllc.com</a> <b>DUNS # 168788078</b>						CSC-FS, USDA, OCFO, COD, APB National Finance Center  <b>Invoice must be input into the IPP (Invoice Processing Platform)</b> <a href="https://www.ipp.gov/vendors/enrollment-vendors.htm">https://www.ipp.gov/vendors/enrollment-vendors.htm</a>  <b>18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED: <input type="checkbox"/> SEE ADDENDA</b>	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	
		Deschutes, Ochoco and Fremont-Winema National Forests Prescribed Burn Services, Suppression Repair and BAER work. Multiple Award BPAs (see below for Schedule of Items and where to put your pricing)  <b>Contractors MUST be registered in SAM (System for Award Management) and IPP (Invoice Processing Program) to be eligible for award. If contractor is not registered before time for award, your response to this solicitation will be considered invalid and will not be considered for award.</b>				22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. APPROPRIATION INFORMATION						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 and ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 AND ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION (BLOCK 5), DATED (BLOCK 30c) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER		31c. DATE SIGNED	
				Cynthia B Armour			

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	ITEM AWARDED		Inbound LLC	
	<b>PRESCRIBED FIRE (RX FIRE)</b>				
1	10-PERSON HAND CREW	X			
2	TYPE 6 ENGINE w/foam capability	X			
3	TYPE 4 ENGINE w/foam capability	X			
4	WATER TENDER TYPE 2 Support				
5	WATER TENDER TYPE 1 Tactical				
6	SKIDGEN - w/transport				
7	TYPE 2 DOZER - w/6 way blade - w/transport				
8	TYPE 3 DOZER w/6 way blade - w/transport				
9	EXCAVATOR Type 2 – bucket w/thumb - w/transport				
10	EXCAVATOR Type 3 –bucket w/thumb - w/transport				
11	EXCAVATOR Type 4 – Rubber Tracked w/transport				
	<b>SUPPRESSION REPAIR/BAER WORK</b>				
12	EXCAVATOR - John Deere 75/85 or equivalent in size and HP (Horse Power) w/transport				
13	DOZER w/ 6 way blade - John Deere 650 or equivalent in size and HP w/transport				
14	GRADER – John Deere 772G/GP AWD or equivalent in size and HP w/transport				
15	BACKHOE – John Deere 410 or equivalent in size and HP w/transport				
16	DUMP TRUCK – 10-14 Cubic Yard size				
17	LOADER – John Deere 644 or equivalent in size and HP w/transport				
	In the spring of each year, pricing for RX Burning line items will be requested for that year and must be valid for the remainder of that year. <i>Lowest priced qualified vendor will be ordered first until their resources are used up, then the next lowest priced qualified vendor will be ordered until their resources are used up etc.....</i> Enclosed is your 2020 rankings of RX Burn Awarded items on pages 37-38.				

## 1. WORK DESCRIPTION FOR WORK ACTIVITIES

Project Location – Work will be performed on the Deschutes, Ochoco and Fremont-Winema National Forests any/all Districts.

The Deschutes, Ochoco and Fremont-Winema National Forests are acquiring services to assist with its 2020 through 2030 ***prescribed (RX) fire programs***. These services (nonemergency) will meet the intent of the National Fire Plan in accordance with Public Law 106-291. It will involve hiring equipment with operators and 10 person crews to help in the execution of prescribed burns. Equipment that could be hired will be engines, tenders, dozers, excavators and skidgers, etc... This is Blanket Purchase Agreement (BPA) type contract spanning 10 years of priced service items for the above mentioned National Forests. During the contract period the Government is not obligated to place any orders, but when they do, they will be placed with the awarded Contractors of this BPA.

The Deschutes, Ochoco and Fremont-Winema National Forests are acquiring services for ***Suppression Repair*** work in 2020 through 2030 for its Suppression Repair activities. These services will be hired after a wildfire has been contained and repair work is contemplated. It will involve hiring equipment with operators to help in the repair of resource damage that may have occurred during wildfire operations. Equipment that could be hired will be dozers, excavators, graders, backhoes, dump trucks etc... This is Blanket Purchase Agreement (BPA) type contract spanning 10 years of priced service items for the above mentioned National Forests. During the contract period the Government is not obligated to place any orders, but when they do, they will be placed with the awarded Contractors of this BPA.

The Deschutes, Ochoco and Fremont-Winema National Forests are acquiring services for ***BAER (Burned Area Emergency Response) work*** in 2020 through 2030 for its BAER activities. These services will be hired after a wildfire has been contained and the need for emergency response work is assessed. It will involve hiring equipment with operators to help in the emergency response to critical values that have unacceptable post fire risks due to the effects of the fire. Equipment that could be hired will be dozers, excavators, graders, backhoes, dump trucks etc.... This is Blanket Purchase Agreement (BPA) type contract spanning 10 years of priced service items for the above mentioned National Forests. During the contract period the Government is not obligated to place any orders, but when they do, they will be placed with the awarded Contractors of this BPA.

The government anticipates making awards to multiple individual companies per line item (up to 15 vendors per work activity). If contracting companies can clearly show they have the capacity (through their technical approach) to provide resources for multiple line items, then awards of multiple line items may be considered to that company for those services indicated in the Schedule of Items. Companies are not required to quote on all services being offered on this BPA to be considered responsive to this solicitation.

NOTE: The general fire activities used for future call orders will generally be a firm fixed price service, however; activities may include equipment-daily rates for certain work activities or support line items.

**Some parts of this solicitation are only relevant to one of the three activities being advertised for, note below for explanation:**

Relevant to Prescribed Burn – **RX**

Relevant to Suppression Repair – **SR**

Relevant to BAER – **BR**

Relevant to ALL Activities - **ALL**

## 2. SCOPE - PRESCRIBED BURN (RX)

The intent of this contract is to provide hand crew(s), engine(s), tender(s), skidger(s) and excavator(s) to assist with prescribed burning. Prescribed burn services may include operational duties such as fire line construction and/or maintenance, fuel modification zone construction, fuels pullback, brushing/lopping/scattering/pruning, ignition, holding/suppression, mop-up and patrol. The Contracting Officer's Representative or Government Technical Monitor (GTM/Inspector) will describe the specific objectives of any operational duty, normally during a pre-operational briefing. The objectives and operational duties may change during prescribed fire operations, and the Contracting Officer's Representative or GTM will be the designated persons to communicate such changes. The Contractor shall provide all services, supervision, equipment and supplies (except those specified as Government furnished), transportation, lodging and qualified/trained personnel (see Exhibit A and Exhibit B) necessary to meet or exceed the contract specifications.

During the performance period 2020 through 2030 Contractor's hand crews, tenders, engines, excavators and skidgers shall be available to perform Prescribed Burn activities. The period during which work will actually be performed will be dependent on burn windows and will be designated by the Government in a BPA Call. Notification that a BPA Call will be placed could be as short as an 18 hour advance of start work time/date. However, BPA Calls may be unilaterally cancelled or postponed by the Government if prescribed burn conditions are determined to be unfavorable. There is no guarantee of full-time work for the entire performance period.

Prescribed burn activities will require the use of Contractor provided tools and equipment, Personal Protective Clothing and Equipment (see Exhibit A).

**English Speaking Requirement RX** - Prompt and efficient communications between the Contractor's hand crew personnel and the Government's prescribed fire personnel is mandatory for safe and effective performance. At a minimum, the Contractor's Crew Boss (CRWB) and Squad Boss (FFT1) of every hand crew shall be proficient in the English language. The CRWB must be proficient in all languages used by the hand crew. The Squad Bosses (FFT1) must be able to communicate proficiently in any language used by their squad members. The CRWB and all Squad Bosses (FFT1) must also be able to read the Prescribed Fire Burn Plan and communicate the information contained therein to all hand crewmembers. All radio communication on Government-assigned frequencies shall be in English.

**10 Person Prescribed Fire Hand Crew RX** – The Prescribed Fire Hand crew shall consist of 1 qualified Crew Boss (CRWB), 2 qualified Squad Boss (FFT1) and 7 qualified Hand crew members (FFT2). Contractor may be allowed to use up to 2 additional trainees at no additional cost to the Government.

For each Prescribed Fire Hand crew, the Contractor will provide and maintain the clothing and equipment as specified in Personal Protective Clothing and Equipment (see Exhibit A and B). At least one operational chainsaw (per 10 person hand crew) with qualified operators shall be available with the hand crew at all times. Contractor shall ensure each Prescribed Fire Hand crew has adequate supplies for the operational period including food, water, saw gas and oil, batteries for radios and headlamps and first aid supplies. All personnel shall have heavy-duty, leather, laced boots with *melt resistant soles* and measure a minimum of 8" from the bottom of the heel to the top of the upper.

All hand crew personnel shall pass the "Work Capacity Fitness Test" (WCFT) at the arduous level (3-mile hike with a 45-pound pack in 45 minutes or less). Copies of the publication titled "Fitness and Work Capacity," NFES 1956, Dec. 2009 Edition, and associated videos can be purchased from the National Interagency Fire Center, 3833 S. Development Avenue, Boise, ID 83705.

<https://www.nifc.gov/> Contractor shall provide proof that employee(s) has/have met this requirement.

**The Prescribed Fire Engine RX** -shall conform to the minimum standards for each type of engine (see List of Attachments Exhibit D). The Prescribed Fire engine crew shall consist of 1 qualified engine boss (ENGB) and one engine crew member (FFT2). Contractor may be allowed to use 1 trainee at no additional cost to the Government.

For each Prescribed Fire Engine, the Contractor will provide and maintain the clothing and equipment as specified in Personal Protective Clothing and Equipment (see Exhibit A-PPE). Contractor shall ensure each Prescribed Fire Engine has adequate supplies for the operational period including food, water, vehicle and pump fuel, saw gas and oil, batteries for radios and headlamps and first aid supplies. All personnel shall have heavy-duty, leather, laced boots with *melt resistant soles* and measure a minimum of 8" from the bottom of the heel to the top of the upper.

All engine crew personnel shall pass the "Work Capacity Fitness Test" at the arduous level (3-mile hike with a 45-pound pack in 45 minutes or less). Copies of the publication titled "Fitness and Work Capacity," NFES 1956, Dec. 2009 edition, and associated videos can be purchased from the National Interagency Fire Center, 3833 S. Development Avenue, Boise, ID 83705. Contractor shall provide proof that employee(s) has/have met this requirement.

**Prescribed Fire Tender RX** – The Prescribed Fire Tender shall conform to the minimum standards for each type of tender (see Exhibit C). The Prescribed Fire tender crew shall consist of 1 qualified water tender operator (WTOP). Contractor may be allowed to use 1 trainee at no additional cost to the Government.

For each Prescribed Fire Tender, the Contractor will provide and maintain the clothing and equipment as specified in Personal Protective Clothing and Equipment (see Exhibit A). Contractor shall ensure each Prescribed Fire Tender has adequate supplies for the operational period including food, water, vehicle and pump fuel, saw gas and oil, batteries for radios and headlamps and first aid

supplies. All personnel shall have heavy-duty, leather, laced boots with *melt resistant soles* and measure a minimum of 8” from the bottom of the heel to the top of the upper.

All crew personnel shall pass the “Work Capacity Fitness Test” at the light level (1-mile hike 15 minutes or less). Copies of the publication titled “Fitness and Work Capacity,” second edition NFES 1956 April 1997, and associated videos can be purchased from the National Interagency Fire Center, 3833 S. Development Avenue, Boise, ID 83705. Contractor shall provide proof that employee(s) has/have met this requirement.

**Prescribed Fire Skidgen RX**– The Prescribed Fire Skidgen shall consist of a minimum of 1 qualified Skidgen Operator (EQOP).

For each Prescribed Fire Skidgen, the Contractor will provide and maintain the clothing and equipment as specified in Personal Protective Clothing and Equipment (see Exhibit A). Contractor shall ensure each Prescribed Fire Skidgen has adequate supplies for the operational period including food, water, equipment and pump fuel, batteries for radios and headlamps and first aid supplies. All personnel shall have heavy-duty, leather, laced boots with *melt resistant soles* and measure a minimum of 8” from the bottom of the heel to the top of the upper.

The Prescribed Fire Skidgen will be permitted to operate off system roads, as necessary to accomplish prescribed fire objectives.

**Work Environment ALL** -The work is performed in a forest and rangeland environment in steep terrain where surfaces may be extremely uneven, rocky, covered with thick tangled vegetation, etc. Temperatures are frequently extreme, both from the weather and from the fire. Smoke and dust conditions are frequently severe.

The normal work shift will be 12-14 hours per day. If required by the Government, work shifts may be increased to a maximum of 16 hours per day. The work schedule, including time on and off shift and work days, will be established by the Government based on burn day needs. The Government will designate the shift time start and location, normally at the prescribed fire work site. All Contractor personnel shall have the specified PPE and equipment at the shift time start. The typical shift is 0800 (8:00 AM) to 2200 (10:00 PM). The COR or GTM (Government Technical Monitors)/Inspector shall notify the Contractor prior to departure of the work activities for the following day, if required.

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.

Personnel Requirements and Qualifications – All contract personnel must be qualified for the job/position they are performing according to agency direction found in the “Fire and Aviation Management Qualifications Handbook” (FS-5109.17).

**Vehicle Safety ALL** - Prescribed Fire Hand crew, Engine, Tender, Dozer, Excavator and Skidgen contractor shall provide dependable ground transportation that meets all State and federal laws relating to motor vehicles operating within the State of Oregon. The vehicle(s) must be capable of carrying the crew and equipment to and from the work site. Vehicle(s) that become inoperable will be towed at Contractor's expense. Contractor shall provide two vehicles for each 10 person hand crew. The Contractor is responsible for vehicle maintenance including normal wear and tear. The Government reserves the right to conduct pre use vehicle safety inspections upon Contractor arrival. (Using modified VIPR Incident Inspection Checklists-attached). Vehicle(s) that are determined to be unsafe for operation may be rejected. Rejected vehicle(s) shall be brought into compliance or replaced by Contractor within 24 hours. Operators will be properly licensed and endorsed for the equipment type and model they are operating.

All Contractor vehicles must have external identification. The identification must be located on front driver side and passenger side doors. As a minimum, the identification must include the Contractor’s business name as it appears on the contract.

### **3. PROJECT LOCATION - ALL**

The services may take place on selected project areas on the Deschutes, Ochoco and Fremont-Winema National Forests, in the State of Oregon.

**Accessibility** - All work areas may be reached by Forest roads that are accessible by standard two-wheel drive pickup trucks during normal operating seasons. The Government will not plow snow or do special maintenance to keep roads open. Vehicle travel is limited to designated open roads. Spur roads are not maintained and are frequently blocked by earth barricades or designated closed by “carsonite” stakes. Blocked roads or closed roads are not open to vehicle travel. Vehicle travel on some closed roads may be allowed

with prior written permission. Some units may require walk-in distances, such work is considered incidental and no additional payment will be made.

#### 4. DEFINITIONS - **ALL**

**Brushing/lopping/scattering** - Removing live or dead vegetation by slashing and pruning for the purpose of hazardous fuel reduction and safety. Severed vegetation may be scattered or piled. Lopping is the cutting of tops, branches and tree boles of felled material so that the material will lie close to the ground. Scattering is the spreading of cut or lopped material so that is evenly distributed across the ground.

**Certifying Authority** – Contractors' employee who is responsible for all training, safety and employer requirements for all fire crew members and all equipment operators.

**Contracting Officer** – Government personnel with authority to enter into, administer, and/or terminate contract and make related determinations and findings.

**Contracting Officer's Representative** - the COR is the on-site Contract Administrator for the Contracting Officer. The duties and responsibilities of a COR are defined in the letter of designation issued by the Contracting Officer.

**Contractor** - The legal entity, whether by and through its owners, corporate officer of the company or legally appointed representative, to whom this contract has been awarded.

**Contractor's Representative** - Contractor shall appoint a representative to deal with all matters pertaining to this contract, including work assignments and time on shift. The Contractor's Representative shall be on the work site during all prescribed fire activities.

**Crew - Type 2 10-person** means a firefighting unit consisting of 7 Firefighter Type 2 (FFT2), 2 Advanced Firefighter/Squad Bosses (FFT1), and 1 **Crew Boss**, Single Resource (**CRWB**), of whom 40% or more have at least **one season** of firefighting experience.

**Engine Boss** – (ENGB) Each Squad Boss shall have met the training and experience requirements for Engine Boss and the performance tasks in PMS 311-14 (PTB) for FFT1. Operator will be properly licensed and endorsed for the equipment type and model they are operating.

**Fire Crew Member (FFT2):** All other Crew Members shall have met the training requirements for Firefighter Type 2.

**Fireline Construction – Hand Line:** Fire lines shall be cleared of all brush and debris for a minimum width of 10 ft. with the outer edge of the clearing inside the burn unit boundary. Debris for the clearing shall be scattered inside the burn unit to reduce the creation of a windrow of slash along the fire line. A continuous fire line, minimum of 18 inches wide (or as determined during project) shall be dug to mineral soil within the outer portion of the clearing. Any berms created during fire line construction shall be on the outside edge of the 18 inch line, away from the interior of the burn unit.

**Fireline Construction – Machine Line:** Fire lines shall be cleared of all brush and debris for a minimum width of 10 feet with the outer edge of the clearing inside the burn unit boundary. Debris from the clearing shall be scattered inside the burn unit to reduce the creation of approximately 6 feet wide (or as determined during project) for mechanical, shall be dug to mineral soil within the outer portion of the clearing. Any berms created during fire line construction shall be on the outside edge of the fire line (mineral soil fire line), away from the interior of the burn unit.

**Fire Terminology** - <https://www.fs.fed.us/nwacfire/home/terminology.html#top>

**Fuel Modification Zone Construction** - Treatment of an area to reduce adverse fire effects, limit rate of spread, and establish defensible areas during fire suppression activities by slashing shrubs, small vegetation and the pruning of live vegetation. Treated areas are usually along ridge lines, between separate stand and vegetative types, or adjacent to private property.

**Fuels Pullback** - Removing surface fuels from the base of standing trees and snags for a designated distance and removal of ladder fuels by pruning for a designated height.

**Government Technical Monitors (GTM)** – GTMs will be designated by the CO. The GTM is a replacement title for Inspector. The duties will be inspection of services provided. The duties and responsibilities of a GTM are defined in the letter of designation issued by the CO.



**Holding/suppression** – Monitoring the burning area closest to the fire line, detecting and extinguishing fire or smokes that are outside of the fire line. Water, water foam mixtures and dirt may be used to extinguish burning material. Holding activities occur near the fire line, or in the event of dense smoke and reduced visibility, holding may occur in an area of improved visibility a short distance outside of the fire line. Holding distance from the fire line will be the expected spotting distance as described in the pre-operational briefing. Generally, holding activities follow the flaming front of the prescribed fire.

**Ignition** – The act of starting the prescribed fire. Ignition devices that may be used are drip torches and fusees. Contractor will ensure any hand crew members assigned to ignition duties are trained and qualified to operate ignition devices safely and competently.

**Inspection Checklists** – Checklists that will be used when a piece of equipment reports to a RX burn, suppression repair or BAER project. They are attached to this solicitation.

**Mop-up** - The act of extinguishing the prescribed fire after the initial burn period. Water, water foam mixtures and dirt may be used to extinguish burning material, or burning material may be removed from near firelines, logs may be trenched to prevent rolling, and burning or burnt material may be carefully examined and monitored to ensure it is extinguished. The minimum performance level for mop up is 1/3 acre per person per 8 hour day.

**Patrol** – Similar to holding activities except that patrolling begins after the ignition has been completed. Patrolling may occur immediately after ignition, or during subsequent burn periods.

**Prescribed (RX) Burning** - The burning of forest or range fuels on a specific area under predetermined conditions so that the fire is confined to that area to fulfill silvicultural, wildlife management, sanitary or hazard reduction requirements, or otherwise achieve forestry or range objectives.

**Pruning** - Removal of live and dead limbs from standing trees for a specified height for the purpose of removing ladder fuels. Pruned material is usually pulled back from the tree bole for a specified distance.

“Self Sufficient” means to supply one’s own needs without **Government** assistance.

**Single Resource Crew Boss (CRWB):** Responsible for supervising and directing a fire suppression hand crew. The Crew Boss shall have met the training and experience requirements for Single Resource - Crew Boss and the performance tasks in PMS 311-13 (PTB) for CRWB.

**Skidgen Operator – (EQOP)** An experienced and competent skidgen operator. The skidgen operator must have experience on the equipment type and model provided by the Contractor.

**Squad Boss (FFT1):** Responsible for supervising and directing up to five fire crew members (FFT2). Each Squad Boss shall have met the training and experience requirements for Advanced Firefighter/Squad Boss and the performance tasks in PMS 311-14 (PTB) for FFT1.

**Tender Operator – (WTOP)** An experienced and competent tender operator. The tender operator must have experience on the equipment type and model provided by the contractor. Operator will be properly licensed and endorsed for the equipment type and model they are operating.

**WFIQC** - Each CRWB/FIRB, FFT2, FFT1, WTOP and EQOP shall possess a valid Wildland Fire Incident Qualification Card (WFIQC (also known as a Red Card) or similar official agency document) issued by any of the NWCG member agencies in the western states (Oregon, Washington, California, Idaho, Nevada, Alaska, Arizona, Utah and Montana) and have acceptable support documentation that the individual has met the training and experience requirements for such position(s).

The Government reserves the right to reject any CRWB/FIRB, FFT1, FFT2, WTOP or EQOP who is not in full compliance with the specifications listed above. In addition, failure of any personnel to demonstrate an ability to perform the tasks listed in the Position Task Book (PTB) for that individual’s position shall be cause for immediate release of that individual from the prescribed fire operation.

**Wildland Fire Safety Training Annual Refresher** - In addition to the training requirements for the CRWB, ENGB, FFT1, and FFT2 positions described above, Tender and Skidgen Operator, the Contractor shall ensure that all of its returning certified employees complete RT-130 Wildland Fire Safety Training Annual Refresher prior to a prescribed fire assignment. The Contractor shall place in

the employee's training file a course roster and training certificate, signed and dated after January 1 of the current calendar year, by the instructor that confirms firefighter attendance and completion of the required annual refresher training.

*Wildland Fire Safety Training Annual Refresher must be at least six 6 hours in length and must include the following core topics:*

Entrapment Avoidance – Use training and reference materials to study the risk management process (as identified in the Incident Response Pocket Guide) and rules of engagement (e.g., LCES, 10, 18, Look Up, Look Down, Look Around). Current Issues – Review and discuss identified “hot topics” and “national emphasis topics” including the “Do the Right Thing” video. Review forecasts and assessments for the upcoming fire season and discuss implications for firefighter safety. Fire Shelter – review and discuss last resort survival. Conduct “hands-on” fire shelter inspections. Practice shelter deployments in applicable crew/module configurations. No “live fire” exercises for the purpose of fire shelter deployment training will be conducted. Other Hazards and Safety Issues – Choose additional hazard and safety subjects, which could include SAFENET, current safety alerts, site/unit specific safety issues and hazards.

## 5. SCOPE – SUPPRESSION REPAIR - SR

The Deschutes, Ochoco and Fremont-Winema National Forests are acquiring services for Suppression Repair work in 2020 through 2030 for its *Suppression Repair activities*. These services will be hired after a wildfire has been contained and repair work is contemplated. It will involve hiring equipment with operators to help in the repair of resource damage that may have occurred during wildfire operations. Equipment that could be hired will be dozers, excavators, grader, backhoe, dump truck etc. This is Blanket Purchase Agreement (BPA) type contract spanning 10 years of priced service items for the above mentioned National Forests. During the contract period the Government is not obligated to place any orders, but when they do, they will be placed with the awarded Contractors of this BPA.

After a fire, the first priority is emergency stabilization in order to prevent further damage to life, property or natural resources. The stabilization work begins immediately and may continue for up to a year. Repair focuses on the lands unlikely to recover naturally from wildland fire damage. A written BPA Call will be issued with a suppression repair plan that includes specifications that pertain to the ground that is to be repaired. The BPA Call will specify the work that needs to be done, pieces of equipment that will be required and the time that the work will take to get accomplished. Each BPA Call will have specific evaluation criteria that will need to be responded to along with the pricing. **If a fire is in a “contained” status when the suppression repair is ordered, the equipment operators will need to have all the required PPE, Training and Red Card to operate during this fire status. If the fire is in a “controlled” status when the suppression repair is ordered, the above obligation of PPE, Training, Red Card qualifications are NOT required.**

## 6. SCOPE – BAER (BURNED AREA EMERGENCY RESPONSE) - BR

The Deschutes, Ochoco and Fremont-Winema National Forests are acquiring services for *BAER (Burned Area Emergency Response) work* in 2020 through 2030 for its BAER activities. The objective of the BAER program is to identify post-wildfire threats to human life and safety, property and critical natural or cultural resources on National Forest System lands and take immediate actions, as appropriate, to manage unacceptable risks. Equipment that could be hired will be dozers, excavators, grader, backhoe, dump truck etc. This is Blanket Purchase Agreement (BPA) type contract spanning 10 years of priced service items for the above mentioned National Forests. During the contract period the Government is not obligated to place any orders, but when they do, they will be placed with the awarded Contractors of this BPA.

In the Forest Service, the post-fire emergency response program is known as the Burned Area Emergency Response (BAER) program. **If a fire is in a “contained” status when the BAER work is ordered, the equipment operators will need to have all the required PPE, Training and Red Card to operate during this fire status. If the fire is in a “controlled” status when the BAER work is ordered, the above obligation of PPE, Training, Red Card qualifications are NOT required.** Potential BAER treatments may include installing water or erosions control devices, installing temporary barriers to protect critical values, replacing minor safety related structures, installing appropriate sized drainage features on roads and trails and removing critical safety hazards.

BAER teams are staffed by specially trained professionals: hydrologists, soil scientists, engineers, biologists, vegetation specialists, archeologists, and others who rapidly evaluate the burned area and prescribe emergency mitigation treatments. A BAER assessment usually begins before the wildfire has been fully contained. Both Suppression Repair and BAER work are similar in nature but have a few differences. The same types of equipment will be used for both Suppression Repair and BAER work. Both Suppression Repair and BAER work could be hired as an hourly or daily rate on the BPA calls that will be issued against the parent BPA. A written BPA



Call quote will be issued with a BAER plan that includes specifications that pertain to the ground that is to be rehabilitated. The BPA Call will specify the work that needs to be completed, pieces of equipment that will be required and the time that the work will take to get accomplished. Each BPA Call will have specific evaluation criteria that will need to be responded to along with the pricing.

## 7. BIOPREFERRED - ALL

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).

The following is an example list of products that may be used in this contract for services for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Hydraulic fluids Penetrating lubricants  
Concrete and asphalt release fluids Absorbents  
Diesel fuel additives Greases  
Dust suppressants  
2-cycle engine oil  
Wood and concrete sealers Fertilizers  
Roof coatings Water tank coatings  
Adhesive and mastic removers Cleaners  
Sorbents Floor finish  
Floor stripper Composite panels  
Janitorial supplies  
Insulating foam Sealers  
Carpet Metalworking fluids  
Graffiti and grease removers Stain removers  
Degreasers De-icers

Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at [www.biopreferred.gov](http://www.biopreferred.gov). The Contractor should provide data for their biobased products such as biobased content. In addition to the biobased products designated by the U.S. Department of Agriculture in the BioPreferred Program, the Contractor is encouraged to use other biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

## 8. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2018) ALT. 1 - ALL

1. **(a) Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects

or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- a. (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - b. (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
2. **(b) Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
3. **(c) Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
4. **(d) Disputes.** This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
5. **(e) Definitions.** The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.
6. **(f) Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
7. **(g) Invoice.**
  - a. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
    - i. (i) Name and address of the Contractor;
    - ii. (ii) Invoice date and number;
    - iii. (iii) Contract number, line item number and, if applicable, the order number;
    - iv. (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - v. (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - vi. (vi) Terms of any discount for prompt payment offered;
    - vii. (vii) Name and address of official to whom payment is to be sent;
    - viii. (viii) Name, title, and phone number of person to notify in event of defective invoice; and
    - ix. (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
    - x. (x) Electronic funds transfer (EFT) banking information.

1. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  2. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
  3. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- b. (2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part1315.
8. **(h) Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
9. **(i) Payment.-**
- a. (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - b. (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part1315.
  - c. (3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.
  - d. (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
  - e. (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-
    - i. (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
      1. (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
      2. (B) Affected contract number and delivery order number, if applicable;
      3. (C) Affected line item or subline item, if applicable; and
      4. (D) Contractor point of contact.
    - ii. (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
  - f. (6) *Interest.*
    - i. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41](#)

U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

- ii. (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - iii. (iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if–
    - 1. (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
    - 2. (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - 3. (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
  - iv. (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - v. (v) Amounts shall be due at the earliest of the following dates:
    - 1. (A) The date fixed under this contract.
    - 2. (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
  - vi. (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on–
    - 1. (A) The date on which the designated office receives payment from the Contractor;
    - 2. (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
    - 3. (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
  - vii. (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
10. **(j) Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- a. (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - b. (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
11. **(k) Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.
12. **(l) Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be

required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

13. **(m) Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
14. **(n) Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
15. **(o) Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
16. **(p) Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
17. **(q) Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
18. **(r) Compliance with laws unique to Government contracts.** The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.
19. **(s) Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - a. (1) The schedule of supplies/services.
  - b. (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
  - c. (3) The clause at [52.212-5](#).
  - d. (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - e. (5) Solicitation provisions if this is a solicitation.
  - f. (6) Other paragraphs of this clause.
  - g. (7) The [Standard Form 1449](#).
  - h. (8) Other documents, exhibits, and attachments.
  - i. (9) The specification.
20. **(t) [Reserved]**
21. **(u) Unauthorized Obligations.**
  - a. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or

entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- i. (i) Any such clause is unenforceable against the Government.
  - ii. (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
  - iii. (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- b. (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
22. **(v) Incorporation by reference.** The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

Alternate I (Jan 2017). When a time-and-materials or labor-hour (daily rate) contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-



- (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
  - (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.
- (e) *Definitions.* (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause-
- (i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
  - (ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-
    - (A) Performed by the contractor;
    - (B) Performed by the subcontractors; or
    - (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
  - (iii) "Materials" means-
    - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
    - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
    - (C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
    - (D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and
    - (E) Indirect costs specifically provided for in this clause.
  - (iv) "Subcontract" means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:
- (i) *Hourly rate/Daily rate.*
    - (A) The amounts shall be computed by multiplying the appropriate hourly/daily rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour/daily rate shall be payable on a prorated basis.
    - (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly/daily rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly/daily rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all

obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours/daily rate (including any subcontractor hours reimbursed at the hourly/daily rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

#### **ADDENDUM TO FAR 52.212-4**

#### **9. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) - ALL**

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://www.acquisition.gov>

<https://www.usda.gov/procurement/policy/agar.html>

**FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEMS (DUNS) (JUL 2013)**

**FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (SAM) (JUL 2013)**

**FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATION (DEC 2014)**

**FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)**

**FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**

**FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)**

**FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**

**FAR 52.236-8 OTHER CONTRACTS (APR 1984)**

**FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)**

**FAR 52.236-12 CLEANING UP (APR 1984)**

**FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991)**

**FAR 52.242-14 SUSPENSION OF WORK (APR 1984)**

**FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)**

#### **10. INVOICE PROCESSING PLATFORM (IPP) - ALL**

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The Contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications

from USDA and Treasury. All invoices shall be submitted via the electronic Invoice Processing Platform. This platform is managed by the U.S. Department of Treasury and additional information is available at this website: <https://www.ipp.gov/index.htm>.

Vendors register at: <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish an account.

## **11. INSPECTION AND ACCEPTANCE - ALL**

The Contractor is responsible for providing quality control to assure that work complies with requirements of contract specifications.

When ordered for prescribed fire operational duties, the COR or GTM will evaluate the Contractor's performance. Evaluations will be completed at the completion of each prescribed fire. Poor performance during the contract period will be considered prior to placement of future orders.

All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. Inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved. Work may resume when remedied. Continued unsatisfactory performance may be grounds for contract termination.

## **12. PRICING - ALL**

Proposed rates, shall be fully loaded and include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers' compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/ operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractor's representative attendance at the operational period briefings should also be included.

Every February the CO will ask the awarded vendors to supply their pricing for the RX Burn resources and those prices will be valid for that calendar year. The pricing for the Suppression Repair and BAER will be by separate BPA calls. When need for these services are determined, any Contracting Officer or Purchasing Agent in Region 6, working within their warrant level can place a BPA call. The work will be identified with a Statement of Work, resources needed, locations, maps, repair plans etc... will be solicited for 2 weeks (if time allows) with vendors who have been awarded those work categories/line items.

## **13. LOSS, DAMAGE OR DESTRUCTION - ALL**

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

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.

## **14. FINAL CLEANUP - ALL**

Before final acceptance, all areas occupied by the Contractor in connection with the work shall be cleaned of all Contractor's rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.



**15. TIMEKEEPING AND PAYMENT - ALL**

Government will fill out shift tickets that will capture the actual number of hours of service provided by Contractor. Contractor and Government shall each sign the shift tickets.

Prescribed Fire Duties - Payment for all prescribed fire duties will be made at the daily rate specified in the Schedule. The Contractor shall prepare a daily time report for approval by the COR or GTM at the end of each shift. The daily time report shall be the Crew Time Report SF-261 (5/78) for prescribed fire crews, or the Emergency Equipment Shift Ticket OF-297 ([Exhibit I](#)) (7-90) for prescribed burn, suppression repair and BAER work engine, water tender, skidgen, dozer, excavator etc. The Contractor and Government shall each sign the Daily Time Report.

In the event of accident or illness to a prescribed fire crew member(s), payment shall be reduced by 10% for each crew member who is in a non-working status. Non-working status does not include Contractor personnel who are performing first aid procedures. If the accident or illness results in the loss of the Contractor's Representative, CRWB/FIRB, WTOP or EQOP, and a qualified replacement is not immediately available, the Government shall release the Contractor and payment will cease.

Suppression Repair and/or BAER work – Payment will be made at the hourly or daily rate established in the BPA calls. Each project will stand alone and pricing will be submitted during the BPA call solicitation period. Each project will be sent into AQM to prepare a BPA call for a specific project. Competition will be held amongst the contractors that were awarded these two categories at the beginning of the BPA award period. The contractor shall prepare a daily time report for approval by the COR or GTM at the end of each shift. The Emergency Equipment Shift Ticket OF 297 will be used for recording the daily time. All invoices will be processed in the IPP system.

**16. PROJECT BEHAVIOR - ALL**

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.

Nonprescription unlawful drugs and alcohol are not permitted at the project site. Possession or use of these substances will result in the Contractor being released from the Project. **Though Marijuana and CBD may be legal in the state of Oregon they are NOT allowed on Federal property or while working on a Federal contract. Federal law categorizes Marijuana as a controlled substance under Schedule I under the Controlled Substance Act, meaning knowingly or intentionally possessing the drug is illegal.** Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. During off-project periods, personnel are responsible for proper conduct and maintenance of fitness for duty. 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.

**17. FAR 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984) ALL**

(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.

**18. AGAR 42.215-73 POST AWARD CONFERENCE (NOV 1996) - ALL**

(a) A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of BPA Call award. The conference will be held at the Deschutes Supervisors Office at 63095 Deschutes Mkt. Rd., Bend, OR 97701 unless otherwise changed by mutual agreement.

(b) Contractor designated representative or foreman (whomever the Contractor will have on the site) shall be present at the prework conference.

**19. FAR 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) - ALL**

The Contractor shall be required to (a) commence work under this contract within 7 (*RX Burn support will have a much shorter time frame and will be indicated when contacted by a CO or PA when placing the order*) calendar days after the date the Contractor receives the notice to proceed or BPA Call, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time specified in the BPA Call. The time stated for completion shall include final cleanup of the premises.

Work is estimated to begin February 15, 2020.

Contract time will be determined for each BPA Call issued depending on work windows, environmental issues, and the amount of work ordered.

**20. AGAR 452.216-74 CEILING PRICE (FEB 1988) - ALL**

The ceiling price shall be established for each individual BPA call that utilizes daily rates. The Contractor shall not make expenditures or incur obligations in the performance of this BPA call which exceed the ceiling price specified herein, except at the Contractor's own risk.

**Note to Contracting Officers:** Use this clause in your BPA calls if there is a daily rate component.

**21. AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988) - ALL**

The period of performance of this contract is from date of contract award through 02/01/2030.

**22. ORDERING - ALL**

(a) Any services to be furnished under this contract shall be ordered by issuance of BPA Calls by warranted Region 6 AQM individuals for the Deschutes, Ochoco and Fremont-Winema NFs. Such orders may be issued from date of award through 10 years.

(b) All BPA Calls are subject to the terms and conditions of this contract. In the event of conflict between a BPA Call and this contract, the contract shall control.

(c) If mailed, BPA Call is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**23. BPA CALL ISSUANCE - ALL**

BPA Calls may be issued verbally, by facsimile, or by electronic commerce methods. Verbal BPA Calls will be backed up by a written order. BPA Calls for RX burn support will mostly be verbal or email backed up by a written order. Suppression repair and BAER work BPA Calls will be issued as a written order with selection criteria included.

Any Region 6 warranted Contracting Officer or Purchasing Agent within their delegated authority, are authorized to place BPA Calls against this contract for the Deschutes, Ochoco and Fremont-Winema NFs.

(a) Proposed BPA Calls will be issued during the performance period of this contract.

(b) Selection Criteria for Awarding BPA Call.

The Government will evaluate the BPA Call quotes against stated selection criteria, of which price will always be a factor. Additional information for each BPA Call for suppression repair and BAER work will be stated in the specific BPA Call and *could* include technical approach, quality control plan and a safety plan not previously submitted, may be requested and evaluated prior to awarding BPA Calls. Single or multiple awards may be made for individual BPA Calls, as specified on the BPA Call.

(c) Process

1. A warranted Region 6 Contracting Officer or Purchasing Agent must issue all BPA Calls. When RX fire services are required, pricing will be asked for at the beginning of each calendar year, with pricing being valid for that calendar year. When services for Suppression Repair or BAER work are required, a proposed BPA Call will be sent to each qualified Contractor in the award pool for each of those activities. Each BPA Call request will include the required due date, specific instructions for the submission for quotes, the selection criteria factors, and other information deemed appropriate.
2. Awardees under the contract will generally be allowed 5-10 working days to prepare and submit quotes for Suppression Repair or BAER work. However, more or less time may be necessary based on the requirements. If an awardee is unable to perform a requirement, the awardee may submit "NO QUOTE" to the BPA Call request. While no mandatory requirement exists for the submission of a quote, failure to respond to three consecutive orders may result in contract termination. If this should occur, resulting in a decline in the contractor pool or BPA Call quantities that exceed vendor pool capabilities, additional Contractors may be added to the list through a competitive process.
3. All BPA Calls will be issued on a firm-fixed-price basis. Firm Fixed-Price; unit pricing may be by the hour, day, job, acre, pile or other appropriate unit of measure. BPA Calls may be issued verbally, by facsimile, or by electronic commerce methods. Verbal BPA Calls will be backed up by a written order.
4. FAR Part 13 Simplified Acquisition Procedures authorizes the use of simplified procedures for the acquisition of supplies and services in amounts greater than the simplified acquisition threshold but not exceeding \$7 million (\$13 million for acquisitions as described in 13.500(c)), including options, if the contracting officer reasonably expects, based on the nature of the supplies or services sought, and on market research, that offers will include only commercial items. Contracting officers may use any simplified acquisition procedure in this part, subject to any specific dollar limitation applicable to the particular procedure. The purpose of these simplified procedures is to vest contracting officers with additional procedural discretion and flexibility, so that commercial item acquisitions in this dollar range may be solicited, offered, evaluated, and awarded in a simplified manner that maximizes efficiency and economy and minimizes burden and administrative costs for both the Government and industry (10 U.S.C.2304(g) and 2305 and 41 U.S.C.3305, 3306, and chapter 37, Awarding of Contracts.

## 24. FAIR OPPORTUNITY FOR CONSIDERATION - ALL

- 1) One or more BPA calls may be issued during the performance period of the resulting Blanket Purchase Agreements (BPAs). The Contracting Officer's (CO) decision to issue a call to a particular awardee shall be based on the criteria stated below. The CO will give each qualifying awardee a "fair opportunity" to be considered for each order in excess of \$2500 unless one of the conditions below applies.
- a) The agency need for the services is so urgent that providing such opportunity would result in unacceptable delays;
  - b) The agency needs to meet Socio-Economic goals and FAR requirements for Set-Asides.
  - c) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized; or
  - d) The BPA call must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given fair opportunity to be considered for the original BPA call.

## 25. BPA CALL RELEASE - ALL

When submitting final payment, Contractor shall provide a signed and dated BPA call release that includes the following information:  
 "In consideration of receipt of final payment in the amount of \$ \_\_\_\_\_ Contractor hereby releases the United States of America from any and all obligations arising under this contract and any modifications thereof except as reserved herein.  
 Reservations: \_\_\_\_\_"

## 26. SAFETY – ALL

The work is performed in a forest and rangeland environment in steep terrain where surfaces may be extremely uneven, rocky,

covered with thick vegetation, etc. Temperatures are frequently extreme, both from weather and from the fire. Smoke and dust conditions are frequently severe. Hazardous nature of the work requires that protective clothing be worn.

The Government has identified the following hazards when performing prescribed fire. This list is not all inclusive. Contractor shall provide a job-specific safety plan with their quote.

Overly aggressive firefighting techniques:

- Actions not based upon current or expected fire behavior.
- Current weather conditions not understood and forecasts not received.
- Firefighting instructions not well understood.
- Fire status not understood before assignment began.
- Safety zones and escape routes not determined.
- Lookouts not established.
- Working on a hillside where rolling material can ignite fuels below.
- Traffic Hazards
  - a. Forest Roads
    - 1. Other forest users
    - 2. Changing road surfaces: pavement, gravel, native surface
    - 3. Changing road conditions: rain, snow, mud, dust, potholes, washboard
    - 4. Limited visibility on corners or because of smoke.
- Foot Travel
  - 1. Cannot see the fire while traveling to it.
  - 2. Uneven terrain
  - 3. Burnt out stump holes in fire areas
  - 4. Changing ground surface materials: grass, duff, ash, slash
  - 5. Tripping over down material
- Environmental Factors
  - 1. Changing weather
  - 2. Smoky conditions
- Hyperthermia and hypothermia may occur at anytime regardless of the absence of extreme weather conditions.
- Fatigue may occur towards the end of the working day.
- Muscle strains may occur due to improper lifting, bending, twisting, or turning.
- Chemical burns may occur during the transfer of oil or gas, or by the unexpected discharge of chemical fire extinguishers. Gasoline fires may occur at anytime, but are most likely during refueling hot chainsaws, or during the transfer of petroleum products.
- Dehydration may occur during both warm and cool periods, and whenever employees are performing arduous tasks while neglecting to ingest adequate fluids that contain electrolytes.
- Insect stings may occur at anytime while in the forest and may include bees, wasps, or other types of biting stinging insects.
- Overhead and/or falling debris may occur at anytime in the work area. It may include treetops breaking out during periods of windy conditions, snow stress, or because of decaying limbs/trunks. Also included are rolling rocks, logs, and other debris which might become dislodged on steep slopes.
- Lightning should be regarded as a serious threat whenever active cumulonimbus clouds (thunderhead clouds) are forecast for the area, especially while working near or under tall trees.

Contractor's insurance shall cover all employee accidents as specified by state law. The Contractor shall provide first aid to employees when needs arise due to work under this contract. In life threatening situations, first aid may be given and further medical aid will be charged back to the Contractor. If a crew person is injured while working under this contract, the crew person may be evacuated by the Government at Contractor expense. If a crew person becomes ill or injured while working under this contract and requires transport to medical facility or hospital, the costs will be at the Contractor's expense.

Contractor shall provide the Single Resource Boss-Crew with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany crew member(s) when a medical need arises.

## 27. FAR 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997) - ALL

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## **28. FAR 28.307-2 LIABILITY – ALL**

(a) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See [28.305\(c\)](#) for treatment of contracts subject to the Defense Base Act.)

(b) General liability.

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) *Automobile liability.* The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) *Aircraft public and passenger liability.* When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) *Vessel liability.* When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

## **29. AGAR 452.236-73 ARCHAEOLOGICAL OR HISTORICAL SITES (FEB 1988) - ALL**

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

## **30. AGAR 452.236-74 CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION (NOV 1996) - ALL**

A. Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

B. Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate

operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

C. Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

### **31. NOXIOUS WEED CONTROL - ALL**

- (1) In order to prevent the potential spread of noxious weeds onto National Forest lands, the Contractor shall be required to furnish the Forest Service with proof of weed-free equipment.
- (2) Noxious weeds are defined as any exotic plant species established or that may be introduced in the State, which may render the land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by the Oregon Department of Agriculture or the Deschutes, Crook, Wheeler, or Grant County Weed Board or by other appropriate agencies having jurisdiction.
- (3) All equipment and vehicles to be used at the job site shall be cleaned and certified free of noxious weeds and their seeds prior to entrance onto the National Forest. The restriction shall include equipment and vehicles intended for off-road use, as well as on road use, whether they are owned, leased, or borrowed by the Contractor or subcontractor.
- (4) Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose. Cleaning shall occur off Federal lands. **(use Equipment Cleaning Inspection/Verification Form)**
- (5) Equipment, materials and vehicles shall be visually inspected by a designated Forest Service Representative, and certified in writing to be reasonably clean and weed free. Inspections will take place at a location designated by the Forest Officer in advance of equipment and material arrival. Equipment and vehicles are expected to proceed directly to the job site following the inspection.
- (6) Certification shall remain valid for each identified piece of equipment or vehicle only for the duration of the specified project and only as long as the vehicle or equipment remains at the job site. Equipment and vehicles (excepting passenger vehicles - this includes pickups and vans) that leave the job site will need to be recertified as weed free before they are allowed to return to the job site or re-enter the National Forest.

### **32. AGAR 452.236-77 EMERGENCY RESPONSE (NOV 1996) - ALL**

#### **A. Contractor's Responsibility for Fire Fighting**

1. The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work.
2. The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

#### **B. Contractor's Responsibility for Notification in Case of Fire**

The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

#### **C. Contractor's Responsibility for Responding to Emergencies**

When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site or emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the Commercial Items Clause, FAR 52.212-4 (c) Changes.

NOTE:\* Fire Protection Requirements. The Contractor shall comply with the Fire Protection and Suppression (Eastside) Requirements, Form R6-FS-6300-52, 53 and 54 (May 1989), which are attached hereto.



**33. AGAR 452.237-74 KEY PERSONNEL (FEB 1988) - ALL**

(a) The Contractor shall assign to this contract the following key personnel: Crew Bosses, Engine Operators, Water Tender Operators, and Skidgen Operators, Dozer Operators.

(b) During the first five (5) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provided the information required by paragraph (c) below. After the initial 90 day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutions should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

The personnel specified in the Contractor's offer are considered to be essential to the work being performed. Prior to diverting any of the specified individuals from this program, the Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

**34. PERSONAL PROTECTIVE EQUIPMENT – ALL**

The contractor will train in the safe operation and use of equipment to all workers using such equipment.

Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.

Defective or damaged personal protective equipment shall not be used.

The contractor shall provide, at no cost to the employee, to each employee who operates a chain saw, chain saw chaps and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.

The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support and must meet OAR 437-007-1320. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

The contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1977 and meets the NFPA 1977 (1998 edition) standard.

The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

**35. EMPLOYMENT OF ELIGIBLE WORKERS - RX      FILL INs****a) Labor Standards For Contracts Involving H-2b Workers Or Migrant And Seasonal Agricultural Workers****1. General**

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

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

## 2. Definitions

- a) H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.
- b) Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.
- A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
  - An overnight absence from the migrant workers permanent place of residence is required.
  - Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
    - Spouse
    - Children, stepchildren, or foster children
    - Parents, stepparents, or foster parents, or
    - Brothers and sisters
- c) Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

## 3. Registration Requirements

- a) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.
- b) Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration ([http://www.dol.gov/whd/forms/fts\\_wh530.htm](http://www.dol.gov/whd/forms/fts_wh530.htm)). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.c.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

## 4. Certifications

The Contractor shall provide applicable H-2B Temporary Employment Certificate and/or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

## 5. Worker Protections

- a) Worker Information Posters
- A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
  - The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.
- b) Personal protective equipment
- 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to

select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

ii. Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment.

iii. The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:

- Head Protection
- Hearing Protection
- Eye/Face Protection
- Leg Protection
- Hand Protection

iv. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

v. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference <https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at <https://www.osha.gov/Publications/osh3151.pdf>.

- Manual Logging and Forestry Related activities:

[https://www.osha.gov/SLTC/etools/logging/manual/logger/personal\\_equip.html](https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html)

- General Machine and Vehicles Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>

c) Field Sanitation. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

**6. Employment Requirements** - Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.

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

b) Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

**7. Transportation**

a) The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.

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

**8. Housing**

a) The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

b) Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers

subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled 452.236-72 Use of Premises in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.

- i. Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.
- ii. The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.
- iii. The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.
- iv. Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.
- v. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
- vi. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
- vii. Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.
- viii. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
- ix. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
- x. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind.
- xi. Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

  - Gauze pads (at least 4x4 inches)
  - Two large gauze pads (at least 8x10 inches)
  - Box adhesive bandages (such as Band-Aids)
  - One package of gauze roller bandage (at least 2-inches in width)
  - Two triangular bandages
  - Scissors
  - At least one blanket
  - Tweezers
  - Adhesive tape
  - Medical gloves, (latex or non-latex equivalent), and
  - Resuscitation device such as resuscitation bag, airway, or pocket mask.
- xii. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
- xiii. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
- xiv. The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
- xv. If authorized to have an open fire, the Contractor shall comply with the following fire regulations: • A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.

- All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
- All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
- All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

## Employment of Eligible Workers

### Workforce Certification

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.

#### H-2B Workers: (<http://www.foreignlaborcert.doleta.gov/>)

☒ [ X ] Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.

☐ [ ] Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.)

#### MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

☒ [ X ] Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.

☐ [ ] Certifies has valid FLC certificate of registration. (Attach a copy of current certification.)

Authorization includes:

☒ [ X ] Transporting workers

☐ [ ] Driving

☐ [ ] Housing workers

☐ [ ] Company has applied for certificate of registration on \_\_\_\_\_.

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a certificate prior to award of contract. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of \_\_\_\_\_ No. \_\_\_\_\_

**I, on behalf of said Company, certify to the above responses.**

\_\_\_\_\_/S/ Dillon Sanders, 12/12/2019\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Dillon Sanders, Managing Director\_\_\_\_\_  
(Printed Name) (Title)

## 36. OREGON STATE FARM/FOREST LABOR LICENSE – **RX** **FILL INs**

A valid license or exemption is required when responding to this (select one) solicitation/task order/BPA call. In accordance with the responsibility for obtaining necessary licenses and permits (reference clause FAR 52.236-7, Permit and Responsibilities or FAR 52.212-4(q), Contract Terms and Conditions -- Commercial Items, Other compliances.), offeror/quoter shall supply their State of

Oregon Farm/Forest Labor Contractor's License Number(s) in the space below or provide justification for why the offeror/quoter is exempt from obtaining a license.

Valid State of Oregon Farm/Forest Labor Contractor's License Number(s)

\_39997\_\_\_\_\_

Justification of exemption from the licensing requirement which the Contracting Officer will send to the Oregon Bureau of Labor and Industries for verification:

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Information on obtaining this license may be obtained from:

<http://www.oregon.gov/boli/WHD/FFL/Pages/index.aspx>

### **37. SUSPENSION FOR OTHER THAN GOVERNMENT CONVENIENCE - ALL**

The Contracting Officer may issue orders to suspend work wholly or in part for such periods of time as deemed necessary because of :

1) Weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads, or adjacent property. Such actions would include but are not limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to become muddy or unsuitable for further work; or 2) failure of the Contractor to comply with specifications such as but not limited to: height of material on the ground following treatment, damage to leave trees, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the Contractor shall be responsible for correcting any damage caused by his/her operation, whether inside or outside project limits, at no cost to the government. Such suspensions shall not be considered as suspensions for the Convenience of the Government under FAR 52.242-14 Suspension of Work, and shall not qualify for equitable adjustment.

### **38. DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE - ALL**

- (1) The Contracting Officer (CO) will designate the Contracting Officer's Representative (COR).
- (2) The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the CO prior to completion of the contract.
- (3) The CO should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)
- (4) On all matters pertaining to the contract terms the Contractor must communicate with the CO. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the CO should be notified immediately, preferably in writing if time permits. Proceeding with the work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

### **39. FAR 52.216-1 TYPE OF CONTRACT (APR 1984) - ALL**

The Government contemplates Multiple Award of Firm Fixed Price (with possible Daily Rate component) Blanket Purchase Agreements resulting from this solicitation.



**40. FAR 52.233-2 SERVICE OF PROTEST (AUG 1996) - ALL**

(a) - Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Cyndy Armour, Ochoco National Forest, 3160 NE Third St., Prineville, OR 97754.

(b) - The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**END OF ADDENDUM TO 52.212-4****41. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2019) - ALL**

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

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

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) [Reserved].

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved].

\_\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

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

(ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business 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.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 (Jan 2017) 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)).
- X   (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).
- \_\_\_\_\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X   (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X   (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- \_\_\_\_\_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).
- X   (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X   (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
- \_\_\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- X   (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- X   (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- \_\_\_\_\_ (ii) Alternate I (July 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).
- X   (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (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).
- X   (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_\_ (35) (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 (Jun2016) (E.O. 13693).
- \_\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_\_ (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®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_\_\_ (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. 13513).
- \_\_\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- \_\_\_\_\_ (45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- \_\_\_\_\_ (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 (June 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 (Oct 2018) (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)(13)).  
      (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:

[Contracting Officer check as appropriate.]

- (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).  
      (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).  
  X   (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).  
  X   (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).  
  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).

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

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

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

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

(e)

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).  
(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).  
(iii) 52.204-23, 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 (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.  
(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.  
(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).  
(vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).  
(viii) 52.222-35, 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 (Jan 2019) (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 and 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.

#### EQUIVALENT RATES PER FAR 52.222-42:

*This Statement is for Information Only:  
It is not a Wage Determination*

Employee Class	Monetary Wage	Fringe Benefits
Equipment Operator WG-7	\$21.08/hr	*
Forestry Technician (Supervisor) GS-7	\$20.15/ hr	*
Forestry Technician GS-5	\$16.27/ hr	*

\*FRINGE BENEFITS: Life, Accident and Health Insurance and Sick Leave Programs - 5.1 percent of basic hourly rate  
Paid Holidays - 10 per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day  
Vacation - 13 days paid vacation per year up to 3 years of service, 20 days after 3 years of service, and 26 after 15 years of service.  
Retirement – 7 percent basic hourly rate.

#### 42. LIST OF ATTACHED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS - **ALL**

The attachments listed below form a part of this Request for Quotations and any resultant contract:

Attch.	Title	No. of Pages
1	Exhibit A: Personal Protective Clothing and Equipment	2
2	Exhibit B: Required Training and Experience	3
3	Exhibit C: Water Tender Specifications	1
4	Exhibit D: Engine Sizes and Types	2
5	Exhibit E: Skidgen Specifications	2
6	Exhibit F: Dozer and Excavator Specifications	3
7	Exhibit G: ODF Interagency Firefighting Crew Contract	124
8	Exhibit H: Hand Crew Manifest	1
9	Exhibit I: Emergency Equipment Shift Ticket	1
10	Exhibit J: Equipment Inspection Checklists	28
11	Exhibit K: BPA Call Sample	3
12	Oregon DOL Wage Decision No. 1977-0079 Rev. 60, Dated: 07/16/2019	7

13	Fire Protection and Suppression Measures	8
14	Equipment Cleaning Inspection/Verification Form	1

Vendors offered 1 crew or 1 engine unless notated in **RED**.

<b>10 Person Crew</b>	
Tablerock Forestry	2 crews
Inbound LLC	4 crews
GE Forestry	
3Bs Forestry	5 crews
Grayback	
ASI Arden Solutions	3 crews
PatRick Fire	10 crews
Imperial Forestry	4 crews
OC Forestry	2 crews
Pacific Coast Contr.	
Coria Contracting	
First Strike Environ	
Tom Fery Farms	
Summitt Forests	2 crews

<b>Type 6 Engine</b>	
Grayback	8 engines
Big State Wildfire LLC	9 engines
Inbound LLC	5 engines
PatRick Fire	4 engines
GE Forestry	2 engines
Imperial Forestry	
3Bs Forestry	2 engines
Archer Mt. Enterprises	10 engines
Pacific Coast Contr.	
ASI Arden Solutions	
B&G Forestry	
Summitt Forests	
First Strike Environ	6 engines
OC Forestry	

Type 4 Engine	
Grayback	
Inbound LLC	7 engines
Big State Wildfire LLC	2 engines
GE Forestry	2 engines
PatRick Fire	2 engines
Archer Mt. Enterprises	5 engines
Pacific Coast Contr.	
Summitt Forests	
First Strike Environ	