



Bonner County

Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

CONSENT
AGENDA

May 7, 2024

Memorandum

To: Bonner County Commissioners

Re: Adopting the Order of the Agenda as Presented

A suggested Motion would be: **Mr. Chairman I move to adopt the order of agenda as presented.**

Consent Agenda

The Consent Agenda includes:

CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes for April 30, 2024
- 2) Invoice Over 5K: Risk
- 3) Liquor Licenses: B's Nest Hospitality LLC, Hope

A suggested motion would be: **Mr. Chairman, based on the information before us I move to approve the consent agenda as presented.**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Luke Omodt, Chairman



Bonner County

Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

MINUTES FOR THE BONNER COUNTY BOARD OF COMMISSIONERS' MEETING

April 30, 2024 – 9:00 A.M.

Bonner County Administration Building
1500 Hwy 2, Room 338, Sandpoint, ID

On Tuesday, April 30, 2024, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Omodt, Williams, and Bradshaw were present. Commissioner Omodt called the meeting to order at 9:00 a.m. The Invocation was presented by John DuPree and the Pledge of Allegiance followed.

STANDING RULES

ADOPT ORDER OF THE AGENDA AS PRESENTED

Commissioner Bradshaw made a motion to adopt the order of the agenda as presented. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes for April 23, 2024
- 2) Invoice Over 5K: Sheriff
- 3) Plats for Approval: MLD0007-24, Sawyer's Forest; MLD0005-24, God's Acres; MLD0002-24, McGhee Acres; MLD0063-23, Webster Hills; MLD0055-23, Ember Meadows; MLD0052-23, Replat of Lot 2 Emanuel's Land Division; MLD001-24, Kelso Flats
- 4) Liquor Licenses: Lake Pend Oreille Cruises, Sandpoint
- 5) Human Resources Job Description Updates: Comptroller-Auditor

Commissioner Williams made a motion to amend the Consent Agenda by removing MLD0063-23, Webster Hills. Commissioner Omodt stepped down from the chair and seconded the motion to advance for discussion. Rob Winningham, Planning, addressed concerns brought up by Commissioner Williams. Further discussion among the board. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – No, Commissioner Bradshaw – No. The amendment fails.

Commissioner Bradshaw made a motion to adopt the consent agenda as presented. Commissioner Omodt stepped down from the chair and seconded the motion. Roll call vote: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

CLERK – Michael Rosedale

- 1) Action Item: Discussion/Decision Regarding FY24 Claims Batch #15 \$450,822.23 & Demands in Batch #15 \$459,372.00 **Totaling \$910,194.23**

Claims Batch #15		
General Fund	\$	36,263.66
Road & Bridge	\$	48,085.13
Airport	\$	8,800.74
Elections	\$	280.51
Drug Court	\$	115.92
District Court	\$	32,177.65
911 Fund	\$	10,819.66
Court Interlock	\$	728.00
Health District	\$	124,373.00
Revaluation	\$	966.84
Solid Waste	\$	20,393.96
Tort	\$	4,069.63
Weeds	\$	380.05
Parks & Recreation	\$	329.03
Justice Fund	\$	88,634.21
Priest Lake Snowmobile	\$	4,939.38
East Bonner Snowmobile	\$	1,537.41
Waterways	\$	85.29
Grants	\$	42,091.87
Northside Fire	\$	5,280.00
Spirit Lake Fire	\$	18,876.26
Auditor's Trust	\$	1,594.03
Total	\$	450,822.23
Claims Batch #15		
Demands	\$	459,372.00

Commissioner Williams made a motion to approve payment of the approve payment of the FY24 Claims and Demands in Batch #15 Totaling \$910,194.23. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

- 2) Action Item: Discussion/Decision Regarding FY24 EMS Batch #15 \$25,864.07 & EMS Demands in Batch #15 \$144,888.24, **Totaling \$170,752.31**

EMS Claims Batch #15		
Ambulance District	\$	25,864.07
EMS Claims Batch #15		
Demands	\$	144,888.24

Commissioner Bradshaw made a motion to approve payment of the FY24 EMS Claims and Demands in Batch #15 Totaling \$170,752.31. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

EMS – Jeff Lindsey

- 1) Action Item: Discussion/Decision Regarding Fire Station Sublease and Use Agreement

Commissioner Bradshaw made a motion to approve the Fire Station and Sublease Agreement between BCEMS and Sam Owen Fire District. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

TREASURER – Clorissa Koster

- 1) Action Item: Discussion/Decision Regarding Bonner County & EMS Treasurer/Auditor Joint Quarterly Reports

Commissioner Williams made a motion to accept both the Bonner County and EMS Treasurer/Auditor Joint Quarterly Reports for the 2nd Quarter ending 03/31/2024. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

ROAD & BRIDGE – Jason Topp

- 1) Action Item: Discussion/Decision Regarding Award of 2024 Magnesium Chloride Contract
Commissioner Bradshaw made a motion to award a contract for 4,000 tons of Magnesium Chloride to GMCO, Inc for the unit price submitted for a total amount of \$699,680.00. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

- 2) Action Item: Discussion/Decision Regarding Award of Bonner County Asphalt Projects 2024
Commissioner Williams made a motion to award the Bonner County Asphalt Projects 2024 Project to Interstate Concrete and Asphalt, Inc. for an amount of \$738,548.75 and allow The Board to sign the contract. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

DISTRICT 2 COMMISSIONER REPORT

PUBLIC COMMENT * Opened at 9:29 a.m.

Sheryl Messer – Discussed Code 12-322 in regard to planning and farmland. Wants the ordinance re-written.

Dian Welle – Wants to know how much last week's Town Hall cost.

Kevin Moore – Asked about last week's Town Hall. Discussed MLD0063-23, litigation, and erosion. Asked about parking at the Admin building and black mold at EMS.

Jennifer Cramer – Commented on public comment.

Rick Cramer – Requested to have an agenda item regarding Cameron.

Mike Rosedale – Discussed levying for County roads and Road & Bridge funds.

Reg Crawford – Discussed MLD0063-23 as the property owner has begun working on their property.

Commissioner Omodt recessed the meeting at 9:44 a.m. until the scheduled Executive Session at 11:00 a.m.

Reconvened at 11:01 a.m.

11:00 A.M. EXECUTIVE SESSION – Human Resources

- 1) Per Idaho Code Idaho Code 74-206 (1) (B) Personnel
Action Item: Discussion/Decision Regarding Assessor's Office Wages

At 11:01 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel. Commissioner Williams seconded the motion to advance for discussion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Reconvened at 11:42 a.m.

Commissioner Omodt stepped down from the chair and made a motion to proceed as discussed regarding Assessor's Office wages as suggested. Commissioner Bradshaw seconded the motion. Brief discussion. Roll call vote: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

At 11:45 a.m. Commissioner Omodt called a 5-minute recess.

Reconvened at 11:50 a.m.

EXECUTIVE SESSION – BOCC

- 1) Executive Session under Idaho Code § 74-206 (1) (A) Hiring
Action Item: Discussion/Decision Regarding Fair Board

At 11:50 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (A) Hiring. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Reconvened at 12:01 p.m.

Commissioner Omodt stepped down from the chair and made a motion to accept the open position of the Bonner County Fair Board by Mr. Quentin Ducken. Commissioner Bradshaw seconded the motion. Brief discussion. Roll call vote: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

- 2) Executive Session under Idaho Code § 74-206 (1) (F) Litigation
Action Item: Discussion/Decision Regarding Dave Bowman, Appeal

At 12:06 p.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (F) Litigation. Commissioner Omodt stepped down from the chair and seconded the motion. Brief discussion. Roll call vote: *Commissioner Williams' name was called for vote twice with no response*, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes, Commissioner Williams – No. The motion carries.

Reconvened at 12:10 p.m.

Commissioner Omodt stepped down from the chair and made a motion to deny Mr. Dave Bowman's appeal. Commissioner Bradshaw seconded the motion. Discussion followed. Roll call vote: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

The meeting was adjourned at 12:12 p.m.

The following is a summary of the Board of County Commissioners
Special Meetings, (including Tax Cancellations, Assistance Meetings/Admin and other) Executive Sessions,
Emergency Meetings and Hearings held during the week of April 23, 2024 – April 29, 2024
Copies of the complete meeting minutes are available upon request.

On Wednesday, April 24, 2024, a Planning Hearing was held pursuant to Idaho Code §74-204 (2).

On Thursday, April 25, 2024, a Special Meeting for Business and Property Tax Exemption Requests was held pursuant to Idaho Code § 74-204 (2). Commissioner Bradshaw made a motion to approve the non-profit tax exemptions for the properties listed for 2024. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Commissioner Bradshaw made a motion to deny the tax exemption from Luther Park for Parcel #RPS00000266460A for 2024 as they do not meet the requirements. Commissioner Williams seconded the motion. Brief discussion with Treasurer Koster. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries. Commissioner Bradshaw made a motion to approve the tax exemption applications from Nancy Hadley (Culver’s Crossing) parcels listed and Mulgrew Capital LLC parcels ending in 002C0A and 0010A for 2024. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries. Commissioner Bradshaw made a motion to deny the Mulgrew Capital LLC applications for parcels ending in 02A0A and 02B0A for 2024. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

On Thursday, April 25, 2024, a Bonner Soil & Water Conservation Annual Update was held pursuant to Idaho Code § 74-204 (2).

On Thursday, April 25, 2024, and Elected Official Town Hall was held pursuant to Idaho Code § 74-204 (2).

On Monday, April 29, 2024, a Wildlife Services Annual Update was held pursuant to Idaho Code § 74-204 (2).

ATTEST: Michael W. Rosedale

By _____
Chairman Luke Omodt

By _____
Deputy Clerk

Date



Risk Management Bonner County

RISK Management
Consent Agenda Item

May 7, 2024

MEMORANDUM

To: Commissioners

Re: Authorize Risk to purchase bonds for the Fairground Board members as per the MOU

Description:

Request to purchase bonds for the Fairboard, the total cost is approximately \$700.

Risk Management requests approval to proceed with the purchase.

Reviewed and approved by legal: William Wilson

Reviewed and approved by auditing: Nancy Twineham

Distribution: Original to BOCC
Copy to the Risk Manager

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman

INVOICE # 2024Bonds

Redman & Company Insurance

1410 Lincoln Way Suite 100, Coeur d'Alene, ID 83814
208-664-5263

4/23/2024

BILL TO

Bonner County
1500 Highway 2, Sandpoint ID 83864

Details

AMOUNT

Laya Bleckwenn

\$100.00

Jody Russell

\$100.00

Gail Curless

\$100.00

Tim Mahan

\$100.00

Ben Wood

\$100.00

Tawnya Johnson

\$100.00

Subtotal \$600.00

Fully Earned Agency Fee \$100.00

Total \$700.00

Make all payments payable to Redman & Company Insurance

If you have any questions concerning this invoice, use the following contact information:

Brian Nate, 208-664-5263, Brian@redmaninsurance.com

Details

AMOUNT

Signature and Date

Thank You for Your Business!!

DRAFT

2024

BONNER COUNTY
STATE OF IDAHO

No. 2024-152

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT B'S NEST HOSPITALITY LLC
doing business as B'S BEACON
at 126 W MAIN STREET, HOPE, ID 83836
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 01/01/1970

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$0.00
Wine by the bottle	\$0.00
Liquor	\$75.00
Application Fee	\$5.00
Total	\$180.00

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.

Witness my hand and seal this 7th of May, 2024.

Chairman

Commissioner

(SEAL)

By: Bridget Centorpi
Clerk of the Board of County Commissioners

Commissioner



Bonner County Recorder
Michael W. Rosedale - County Clerk
1500 Highway 2
Suite 335
Sandpoint, ID 83864
Phone: (208) 265-1490
Fax: (208) 255-7849

FOR OFFICE USE ONLY

Premise No. 7B-38822
State Lic No. 38822
Issue Date: 01/01/1970
County No. 2024-152
Total Fees: \$180.00
Deputy Initials: bcentorbi

Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

1. Application Type

- ☐ Renewal
☐ Seasonal (month open _____.)
☒ New (complete page 2)
☐ Transfer (complete page 2)
(include transfer fee of \$20.00)

2. Type of Business

- ☐ Individual
☐ Partnership
☐ Corporation
☒ LLC
☐ LLP

3. Location of Facility

- ☐ Inside city limits
☐ Outside city limits

4. License Type

- ☐ Bottled/canned beer (retail only)
☐ Bottled/canned beer
☒ Draft beer
☐ Wine by the glass
☐ Wine by the bottle
☒ Liquor
☒ Application Fee
Total Fees

Consumed off premise
Consumed on or off premise
Includes draft, bottled, and/or canned

County Fee

\$ 0.00
\$ 0.00
\$ 100.00
\$ 0.00
\$ 0.00
\$ 75.00
\$ 5.00
\$ \$180.00

**FOR OFFICE
USE ONLY**

Prorated Fee

(If applicable)

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

5. Applicant Information

Doing Business As: B'S BEACON

Business Phone Number: (208) 610-4870

Business Physical Address: 126 W MAIN STREET

City: HOPE State: ID Zip Code: 83836

6. Business Information

Business Name: B'S NEST HOSPITALITY LLC

Primary Contact Name: BRIANNA CHANGALA

Primary Contact Phone Number: (208) 610-4870

Mailing Address: PO BOX 435

City: CLARK FORK State: ID Zip Code: 83811

Email Address: _____

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE:

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: _____

Board of County Commissioners

DATE: 5-2-24



Prosecutor's Office

Prosecutor's
Office #1

May 7, 2024

To: Bonner County Board of Commissioners

From: Bill Wilson
Deputy Bonner County Prosecutor

Re: Westlaw Contract Amendment

The attorneys in the Bonner County Prosecutor's Office use an online legal database called Westlaw to conduct research. This is a fundamental tool for modern legal practice. Our current contract with Westlaw is comprised of certain "modules" that we pay for *a la carte*. An annual review of the usage data for the office has revealed that some of the modules are not being utilized enough to justify their cost. As such, the Prosecutor's Office now seeks approval of an amended contract with Westlaw that will lessen our license fees by roughly \$2,000 per month.

Distribution: _____ Copy to BOCC Office

A suggested motion would be: **Mr. Chairman, based on the information before us I move to approve the amended Westlaw contract as presented and for the Chairman to sign the contract administratively.**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Omodt, Chairman



THOMSON REUTERS™

Order Form

Order ID: Q-08238104

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000221607
BONNER COUNTY PROSECUTING
ATTORNEY
BILL WILSON
127 S 1ST AVE
SANDPOINT ID 83864-1300 US

Shipping Address

Account #: 1000221607
BONNER COUNTY PROSECUTING
ATTORNEY
BILL WILSON
127 S 1ST AVE
SANDPOINT ID 83864-1300 US

Billing Address

Account #: 1000221607
BONNER COUNTY PROSECUTING
ATTORNEY
BILL WILSON
127 S 1ST AVE
SANDPOINT, ID 83864-1300
US

"Customer"

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

ProFlex Modification

Material #	Product	Agreement #	New Monthly Charges
40757482	West Proflex	0000237947	\$3,783.00

This Order Form modifies the current order form for the products listed above ("Original Order Form"). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged.

ProFlex Modification Governing Agreement. Access and use of the products and services on this ProFlex Modification Order Form is governed by the same agreement terms and conditions as the order form this Order Form is modifying ("General Terms and Conditions") along with any applicable Product Specific Terms (set forth below). Such terms are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

If you are licensing banded products, you certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering

document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Generative Artificial Intelligence ("AI") Features Product Specific Terms: The following product specific terms shall apply to any Generative AI features, including AI Assisted Research, available through the products and services on this order form, and are incorporated by reference: <http://tr.com/ai-content-product-specific-terms>

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

Material Change. If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-08238104

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 5/13/2024.

DRAFT



THOMSON REUTERS™

Attachment**Order ID: Q-08238104**

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000221607

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: WILSON, BILL

Email: bill.wilson@bonnercoid.gov

eBilling Contact

Contact Name BILL WILSON

Email bill.wilson@bonnercoid.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000221607	BONNER COUNTY PROSECUTING ATTORNEY	127 S 1ST AVE SANDPOINT ID 83864-1300 US	Existing

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type
40757482 40757481	West Proflex	0000237947		1	Each	Exist
43102993 43102994	Westlaw Precision Preferred with AI-Assisted Research National Primary Law, Enterprise access, Government	0000237947	10	8	Attorneys	Exist
42077755 42077754	Westlaw All Analytical, Enterprise access, Government	0000237947	10	8	Attorneys	Exist
41933475 41933477	Westlaw Litigation Collection, Enterprise access, Government	0000237947	10	8	Attorneys	Exist
41998540 42000391	Gvt - km Express For Government (Westlaw PRO®)	0000237947			Attorneys	Lapsed
42663228 42663229	Tax Treatises (Westlaw PRO™)	0000237947			Seats	Lapsed
41933492 41933493	Practical Law Premier, Enterprise access, Government	0000237947			Attorneys	Lapsed
42150493 42150494	Gvt Practical Law Connect™ (Westlaw PRO™)	0000237947			Attorneys	Lapsed

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42000391	Gvt - km Express For Government (Westlaw PRO®)
42663229	Tax Treatises (Westlaw PRO™)
41933493	Practical Law Premier, Enterprise access, Government
42150494	Gvt Practical Law Connect™ (Westlaw PRO™)



AIRPORTS

Manager: Dave Schuck
208-255-9179

Airport Item
1

Meeting Date: May 7, 2024

MEMORANDUM

To: Commissioners

Re: MacGyver Aviation Lease Article 5, Section 5.1 Extension Request on Lot 32 at Sandpoint Airport

Description: MacGyver Aviation is requesting an additional extension to the deadlines for construction of improvements on Lot 32 at Sandpoint Airport.

Article 5, Section 5.1 of the lease requires the lessee to complete construction of any improvements no later than 48 months after lease execution. Failure to do so constitutes abandonment as defined in Article 9, Section 9.1 (d.)

Section 9.1 (d.) allows the BOCC to approve a different time frame in writing.

On July 12, 2022 the Commissioners extended the construction of improvements deadline to July 12, 2024.

MacGyver Aviation is requesting an additional extension to October 1, 2024.

Legal Review: ____X____

Auditing Review: ____

Distribution: Original to BOCC Office; email copy to Airports – Dave Schuck

A suggested motion would be: Mr. Chairman based on the information before us I move that Bonner County agree to extend this deadline to October 1, 2024.

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman

ARTICLE V – OBLIGATIONS OF LESSEE

5.1 - Construction of Improvements: Lessee proposes to construct a multi-functional hangar for aircraft and incidental aviation uses. Prior to any construction, alteration or changes in plans upon the leased premises, Lessee shall submit in writing to the County, final plans, specifications and the estimated project completion date for the County's approval which approval shall not be unreasonably withheld or delayed more than thirty (30) days, except to the extent necessary to receive FAA approval of such submittals. Lessee may not store any items outside of the hangar structure. Lessee may only store items that are primarily aviation related as defined by any and all existing or future County-FAA grant agreements, or any applicable Federal, State or Local regulations.

Lessee shall obtain all required permits within twenty-four (24) months of lease execution, including but not limited to City of Sandpoint building permits, Federal Aviation Administration permit and/or letter of no objection. Lessee shall submit to the Bonner County Commissioners Office, copies of the required Federal Aviation Administration approval, approved building permit, and building plans that include landscaping plans, prior to the start of construction. No construction will be started until final written approval has been given by the Board of County Commissioners. Lessee shall pay all costs associated with the Engineer's Plan Review. Upon approval and obtaining all required permits Lessee, at Lessee's expense, shall cause to be constructed the planned improvements and install therein all necessary fixtures, equipment and accessories including: 1) utilities which includes but is not limited to electricity, natural gas, water, sewer, and storm water, 2) paving and landscaping, and 3) any other infrastructure requirements necessary for compliance with the City of Sandpoint building permit and other applicable codes. It is understood, that the County must transmit the 7460-1 application to

the FAA. All planned, approved, and permitted improvements must be fully completed and a Certificate of Occupancy issued by the City of Sandpoint not more than twenty-four (24) months from permit issue date. Failure to do so will constitute **Abandonment** as defined in Section 9.1 (d) below.

ARTICLE IX – DEFAULT

9.1 – Events of Default: The following events shall constitute a default of this Lease:

- a. **Abandonment:** Failure of Lessee to complete construction specified in Article 5.1 and present the County with a City of Sandpoint Certificate of Occupancy within twenty-four (24) months of the building permit issue date will constitute abandonment. Lessee relinquishes all rights under this Lease Agreement unless the Board of the Bonner County Commissioners approves a different time frame in writing.



AIRPORTS

Manager: Dave Schuck
208-255-9179

Airport Item
2

Meeting Date: May 7, 2024

MEMORANDUM

To: Commissioners

Re: MacGyver Aviation Lease Article 5, Section 5.1 Extension Request on Lot 33 at Sandpoint Airport

Description: MacGyver Aviation is requesting an additional extension to the deadlines for construction of improvements on Lot 33 at Sandpoint Airport.

Article 5, Section 5.1 of the lease requires the lessee to complete construction of any improvements no later than 48 months after lease execution. Failure to do so constitutes abandonment as defined in Article 9, Section 9.1 (d.)

Section 9.1 (d.) allows the BOCC to approve a different time frame in writing.

On July 12, 2022 the Commissioners extended the construction of improvements deadline to July 12, 2024.

MacGyver Aviation is requesting an additional extension to October 1, 2024.

Legal Review: ____X____

Auditing Review: ____

Distribution: Original to BOCC Office; email copy to Airports – Dave Schuck

A suggested motion would be: Mr. Chairman based on the information before us I move that Bonner County agree to extend this deadline to October 1, 2024.

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman

ARTICLE V – OBLIGATIONS OF LESSEE

5.1 - Construction of Improvements: Lessee proposes to construct a multi-functional hangar for aircraft and incidental aviation uses. Prior to any construction, alteration or changes in plans upon the leased premises, Lessee shall submit in writing to the County, final plans, specifications and the estimated project completion date for the County's approval which approval shall not be unreasonably withheld or delayed more than thirty (30) days, except to the extent necessary to receive FAA approval of such submittals. Lessee may not store any items outside of the hangar structure. Lessee may only store items that are primarily aviation related as defined by any and all existing or future County-FAA grant agreements, or any applicable Federal, State or Local regulations.

Lessee shall obtain all required permits within twenty-four (24) months of lease execution, including but not limited to City of Sandpoint building permits, Federal Aviation Administration permit and/or letter of no objection. Lessee shall submit to the Bonner County Commissioners Office, copies of the required Federal Aviation Administration approval, approved building permit, and building plans that include landscaping plans, prior to the start of construction. No construction will be started until final written approval has been given by the Board of County Commissioners. Lessee shall pay all costs associated with the Engineer's Plan Review. Upon approval and obtaining all required permits Lessee, at Lessee's expense, shall cause to be constructed the planned improvements and install therein all necessary fixtures, equipment and accessories including: 1) utilities which includes but is not limited to electricity, natural gas, water, sewer, and storm water, 2) paving and landscaping, and 3) any other infrastructure requirements necessary for compliance with the City of Sandpoint building permit and other applicable codes. It is understood, that the County must transmit the 7460-1 application to

the FAA. All planned, approved, and permitted improvements must be fully completed and a Certificate of Occupancy issued by the City of Sandpoint not more than twenty-four (24) months from permit issue date. Failure to do so will constitute **Abandonment** as defined in Section 9.1 (d) below.

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Bonner County EMS

521 N. Third Ave • Sandpoint, ID 83864 • Phone: (208) 255-2194

EMS
Item #1

April 30, 2024

Memorandum

To: Bonner County Commissioners

From: Jeff Lindsey, Chief

Re: Providence Health Training EMS Program Agreement

Description: This is a Clinical Site Agreement between Providence Health Training and BCEMS. This agreement will allow BCEMS to host Providence Health Training students during the Field Internship phase of EMT and Paramedic Training. It will renew automatically yearly until either party terminates the agreement. This is at no cost to Bonner County EMS.

Distribution:

1 Copy to be returned to EMS

1 Copy to the Commissioner's Office

Legal approval Bulison

A suggested motion would be: **Mr. Chairman, based in the information before us, I motion to approve the Providence Health Training EMS Program Agreement.**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt Chairman

PROVIDENCE HEALTH TRAINING
EMS TRAINING PROGRAM EDUCATION AGREEMENT

This EMS Training Program Agreement (this "Agreement") is entered into on April 16, 2024 (the "Effective Date"), between Providence Health Training, hereinafter referred to as Providence, and Bonner County EMS, hereinafter referred to as The Field Internship Site.

RECITALS

1. Providence Health Training is part of Providence Inland Northwest WA—a network of healthcare providers which own and operate a variety of hospitals, medical clinics, research facilities, ambulatory care centers, educational programs, and similar businesses where it makes its services available to the public and others.
2. Providence offers a variety of educational experiences for individuals seeking career opportunities with ambulance services, fire departments, hospitals, and other rescue departments.
3. Providence meets the requirements for education of Emergency Medical Technicians (EMTs), Advanced EMTs, EMT IV Endorsement, and Paramedics as recommended by the U.S. Department of Transportation and required by the State of Washington.
4. Providence needs affiliated internship sites to participate in the training of its students.
5. The Field Internship Site is an EMS Agency that provides Pre-Hospital Services and is willing to provide the needed clinical/field experiences for students of Providence in accordance with the terms and conditions contained herein.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

Responsibilities of Providence

A. Clinical Instruction. Providence shall provide suitable clinical experience for students and access to appropriate resources for said experience. The parties will collaborate to design and deliver in advance, the desired content, objective, schedule, and outcomes associated with the experience, along with any documentation that would objectively validate the experience with regard to identified learning

objectives. It shall be a shared responsibility of The Field Internship Site and Providence to create and maintain an appropriate learning environment. The Field Internship Site will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Students will receive no monetary compensation under terms of this Agreement and are not deemed an employee under Worker's Compensation statutes for either Providence or The Field Internship Site.

B. Faculty Representative. Providence will designate an employee or agent to represent the EMS Training Program in coordinating the student experience and communicating with The Field Internship Site. At all times during the student experience, the Faculty Representative will be available to counsel students, discuss student status, or reprimand students as needed. The Field Internship Site will have the faculty representative's name and contact information to discuss student status.

C. Student Qualifications. Providence will select and adequately prepare students for participation in the experience at The Field Internship Site and will notify The Field Internship Site in writing of any change in a student's status. The Field Internship Site reserves the right to approve or deny any proposed student placement request. Providence will procure documentation prior to the arrival of students pertaining to any current Washington licensure or certification, as required. Providence will maintain files on students as appropriate to document any tests, training, licenses and/or certifications. The Field Internship Site reserves the right to request any and all documentation from Providence at any time. For students under the age of 18, Providence will secure parental consent for participation in the clinical/field experience.

D. Pre-Placement Checks. Prior to the arrival of students, Providence shall secure documentation pertaining to a criminal background check conducted within the past three (3) years. Providence agrees to notify The Field Internship Site if a student possesses a criminal background in advance of the clinical/field experience. The Field Internship Site reserves the sole right to refuse or accept any student with an identified criminal background.

E. Eligible Students. Providence will select and adequately prepare students for participation in the experience at The Field Internship Site and will notify The Field Internship Site in writing of any change in a student's status. The Field Internship Site reserves the right to exercise its discretion to approve or deny any proposed student placement request.

F. Student Identification. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Providence attire and approved Student identification pertaining to their experience.

G. Regulations & Policies. Providence will provide the student with access to the written regulations that will govern the student's activities while in the Education Program. The Field Internship Site will also provide students with written policies that apply while the student is participating in Internship phase of the EMS Program at The Field Internship Site. Providence shall provide, upon request of The Field Internship Site, a statement of its policies on illness and injury, time loss for special events, attendance requirements, and any other policy applicable to student performance during the experience.

H. **Student Compliance.** Providence shall inform students they are required to adhere to The Field Internship Site policies, procedures, and standards of professional conduct, including those concerning confidentiality of patient health care information (HIPAA), and shall notify students of their obligation to do so under the terms of this Agreement. Providence will inform students that all care provided to patients at The Field Internship Site by students of Providence must be documented in the patient record according to The Field Internship Site policy, procedure, and professional standards. Providence will instruct students to treat information about The Field Internship Site as proprietary and not disclose or use such information for any purpose without the express written permission of The Field Internship Site.

I. **Evaluation of Experience.** Providence will provide to The Field Internship Site all necessary documentation for the evaluation of identified learning outcomes for the experience.

J. **Discipline.** Providence agrees to discipline students according to the Providence Policy Manual who willfully violate The Field Internship Site rules, policies, procedures, or standards of professional conduct.

K. **Withdrawals and/or Removals of Students.** Providence is responsible for withdrawal of a student from the experience if either party determines that any aspect of a student's performance is inadequate, incompetent, inappropriate, unprofessional, or unethical. If a student's performance at any time is determined by The Field Internship Site to be unacceptable, The Field Internship Site shall have the right to immediately correct the situation, which may include the removal of the student from The Field Internship Site facilities/property.

L. **Student Health.** Providence will assure that students have (a) no health issues that prevent them from participating in the internship experience, with reasonable accommodation; and (b) up-to-date immunizations or signed declinations, as required by Providence policy, including Hepatitis B, Measles, Mumps, and Rubella (MMR), Tetanus, Diphtheria, Pertussis (Tdap), Varicella, Covid-19 and a demonstrated negative (i) skin test or (ii) chest x-ray for Tuberculosis before beginning the Program.

M. **Student Health Insurance.** Providence will encourage each student participating in an experience at The Field Internship Site to acquire comprehensive health and accident insurance that will provide continuous coverage of the student during his or her participation in the experience. Providence will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

Responsibilities of The Field Internship Site

- A. **The Field Internship Site Representative.** The Field Internship Site will designate an employee or agent to represent The Field Internship Site in communicating with Providence. The Field Internship Site will notify Providence of the name, title, and contact information for the representative.
- B. **Learning Experiences.** The Field Internship Site will provide, within the limits of its facilities and staff, and consistent with its goal, an education experience for the students.

- C. **Preceptors and Supervisors.** If the nature of the student experience negates the need for Providence faculty to be onsite during the experience, The Field Internship Site will designate specific personnel who will supervise and work with students to assure appropriate learning experiences.
- D. **Evaluation of Experience.** The Field Internship Site will return to Providence all evaluation documentation relating to the learning objectives identified for the experience. In addition, The Field Internship Site will willingly accept evaluations from Providence about The Field Internship Site and its preceptors. The Field Internship Site will notify Providence of any significant situation or problem that may threaten the successful completion of the experience by the student.
- E. **Documentation of Care.** The Field Internship Site will provide training to the students so that any and all patient care rendered by students during the experience is documented in the patient record according to The Field Internship Site.
- F. **Immediate Termination of Individual Students.** The Field Internship Site reserves the right to take immediate action to terminate the use of its facility by any student where it deems it necessary to maintain its operation free of disruption and to ensure quality of patient care.
- G. **Resources.** The Field Internship Site will provide students with access to sources of information necessary for the experience consistent with The Field Internship Site policies and procedures and commensurate with patients' rights.
- H. **Supplies and Equipment.** The Field Internship Site will make available to students all basic supplies and equipment reasonably necessary to provide services as part of the experience.
- I. **Emergency Care.** At any time while a student is participating in the experience, The Field Internship Site will provide to such student, within the limits of its facilities and staff, necessary emergency health care or first aid for events occurring in its facilities until the student can be transferred to another appropriate care setting. Such emergency care will be provided to a student on a fee-for-service basis. Except as expressly set forth herein, The Field Internship Site shall have no obligation to furnish medical care to any student.
- J. **Records and Reports.** The Field Internship Site will maintain records and reports on each student's performance. The Field Internship Site will limit access to student's files and personal information and will maintain files and personal information in confidence and limit access to only those employees or agents with a need to know and further agrees to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and its implementing regulations and all applicable federal and state laws and regulations concerning the confidentiality of such student's information.

Insurance. Providence shall provide, upon the request of The Field Internship Site, evidence of professional liability coverage by either a policy or verification of applicable self-insured retention for students.

Indemnity. Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers and with respect to The Field Internship Site also for its students. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

Term and Termination.

Term. This Agreement will be in effect beginning _____ and will automatically renew yearly until either party terminates the contract.

Termination. Either party may terminate this Agreement at any time by giving 30 days' written notice of termination to the other party.

Nondiscrimination. Providence and The Field Internship Site agree that neither will discriminate in the performance of this Agreement against any individual based on age, sex, race, color, religious belief, national origin or physical handicap.

Non-assignability. Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

Notices. When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

Providence Health Training	Providence Health Training 1313 N Atlantic Suite 4900 Spokane, WA 99201
----------------------------	--

	Bonner County EMS
The Field Internship Site	521 N. Third Ave. Sandpoint, ID 83864

SIGNATURES APPEAR ON NEXT PAGE



PROVIDENCE: Providence Health Training

By:

Date:

The Field Internship Site:

By:

Date:

DRAFT



Bonner County EMS

521 N. Third Ave • Sandpoint, ID 83864 • Phone: (208) 255-2194

EMS
Item #2

April 30, 2024

Memorandum

To: Bonner County Commissioners

From: Jeff Lindsey

Re: VIPR I - BPA Agreement with US Forest Service

Description: This VIPR agreement is between BCEMS and USFS to provide either BLS or ALS staffed ambulances to the scene of wildland fires. BCEMS will be compensated for these services.

Distribution:

1 Original Copy to be returned to EMS

1 Copy to the Commissioner's Office

Legal Approval

A suggested motion would be: Mr. Chairman based on the information before us I move to approve the Idaho Cooperative Mobilization Agreement between BCEMS and USFS.

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman

SOLICITATION/CONTRACT/ORDER FOR COMMERICAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF PAGE	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 12024B23Q7001	
6. SOLICITATION ISSUE DATE 03/19/2023 18:50 MDT		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jeffrey Gardner		b. TELEPHONE NUMBER (No collect calls) 406-203-7098	
8. OFFER DUE DATE/ LOCAL TIME 04/19/2023 16:00 MDT		9. ISSUED BY USDA Forest Service		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:	
Jeffrey Gardner Northern Region (R1) Regional Office, Aerial Fire Depot Missoula, Montana, 59808		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
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 Jeffrey Gardner Northern Region (R1) Regional Office, Aerial Fire Depot 5765 W. Broadway Missoula, Montana, 59808		17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY Refer to Exhibit B	
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES	
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND FAR 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input checked="" type="checkbox"/>		29. AWARD OF CONTRACT: REF. _____ OFFER		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGE											
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 04/17/2023 12:30 MDT		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)											
6. ISSUED BY USDA Forest Service Jeffrey Gardner Northern Region (R1) Regional Office, Aerial Fire Depot 5765 W. Broadway Missoula, Montana, 59808				7. ADMINISTERED BY (If other than Item 6) USDA Forest Service Jeffrey Gardner Northern Region (R1) Regional Office, Aerial Fire Depot 5765 W. Broadway Missoula, Montana, 59808													
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. 12024B23Q7001											
				<input checked="" type="checkbox"/>		9B. DATED (SEE ITEM 11) 03/19/2023 18:50 MDT											
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NO.											
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)											
CODE		FACILITY CODE															
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																	
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.																	
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																	
12. ACCOUNTING AND APPROPRIATION DATA (If required)																	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THAT CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">(X)</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>								(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN	<input type="checkbox"/>		<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN																
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<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:																
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)																
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.																	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible. The purpose of this amendment is to add language in D.21.8.1.4 to allow for a double shift of ambulances if properly ordered by the incident. D.21.8.1.4 -- DOUBLE SHIFT: Double Shift equipment is staffed with two operators or crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate set of operators is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.																	
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																	
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Gardner, Contract Specialist													
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA /s/ Jeffrey Gardner		16C. DATE SIGNED 04/17/2023 12:30 MDT											
(Signature of person authorized to sign)				(Signature of Contracting Officer)													

Resource Categories Accepted by this Solicitation

- Ambulance Service
 - Ambulance Type 1
 - Ambulance Type 2
 - Ambulance Type 3
 - Ambulance Type 4

DRAFT

SECTION B - INTRODUCTION

B.1 -- BACKGROUND.

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

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

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

B.2 -- CONTRACT TYPE AND DOLLAR LIMITATIONS

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

(b) Proposed rates shall include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractor's representative attendance at the operational period briefings should also be included. Contractors shall comply with the 2:1 work/rest ratio as outlined in the Interagency Incident Business Management Handbook (Work/Rest Guidelines). When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

(c) Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under

this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

B.3 -- BASIS OF AWARD

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

(b) The following factors shall be used to evaluate quotes:

- (1) operational acceptability of equipment/resource offered to meet the Government requirement
- (2) price reasonableness
- (3) past performance dependability risk

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

(d) Price reasonableness may be based upon competition, government estimates, commercial pricing, historical data, etc.; generally, reasonable pricing that is low will result in higher dispatch priority.

(e) Past performance dependability risk will be assessed as high, low, or unknown (high indicating significant probability for poor future performance) based upon customer satisfaction as reflected in evaluations received for the quoter on incidents and other related experience within the past 36 months, compliance with Federal, state, and local laws and regulations, and quoter's history of reasonable and cooperative behavior. Pursuant to FAR 42.1501 the contractor's record of integrity and business ethics, and generally, the contractor's business-like concern for the interest of the customer will be a consideration of past performance.

(f) I-BPAs will be awarded only to quoters with:

- (1) reasonably priced resources
- (2) operationally acceptable resources
- (3) a low or unknown performance risk

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

B.4 -- MULTIPLE RESOURCE CATEGORIES/TYPING

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

B.5 -- UNRESTRICTED

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

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

(2) Priority ranking for dispatch will be determined by the method described in D.6.2; no advantage will be given for business size or status in an unrestricted solicitation.

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

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

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

B.7 -- SUMMARY

(a) The Contractor shall:

(1) Submit a quote in the Virtual Incident Procurement (VIPR) System. See E.1 52.212-1 Instructions to Offeror in Section E, found under the heading "SECTION E -- SOLICITATION

PROVISIONS" at <https://apps.fs.usda.gov/vipr/vendor/>. Online help can be found within the application, at the bottom of the page under "Getting Help".

(2) VIPR Vendor Application

(i) This solicitation requires vendors to submit their quotes using the VIPR Vendor Application.

(ii) To access the VIPR Vendor application, go to

<http://www.fs.usda.gov/business/incident/vendorapp.php>

(iii) You will find:

(A) A link to log into the VIPR Vendor Application.

(B) Information and instructions specific to the Vendor Application.

(3) Contractors shall register and update information in the System for Award Management (SAM).

As a part of their SAM information, they shall complete online Representations and Certifications within SAM at <https://sam.gov>. IMPORTANT: Your account being active in SAM is directly related to you being able to receive payment for any orders received. If you do not update the Entity Management information at least once every 365 days, the registration becomes in-active.

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

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

B.8 -- SPECIAL INSTRUCTIONS

B.8.1. -- EMPLOYMENT OF ELIGIBLE WORKERS.

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

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

Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required.

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

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

B.8.1.1 -- DEFINITIONS.

(a) H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

(b) Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

(1) A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.

(2) An overnight absence from the migrant workers permanent place of residence is required.

(3) Members of the contractor's immediate family are not considered migrant or seasonal workers.

Immediate family includes:

- Spouse
- Children, stepchildren, or foster children
- Parents, stepparents, or foster parents, or
- Brothers and sisters

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

B.8.1.2. -- REGISTRATION REQUIREMENTS.

(a) 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 (B.8.1.1(b)(3)) 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). 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 (B.8.1.1(b)(3)) 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>.

B.8.1.3 -- 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.

B.8.1.4. -- WORKER PROTECTIONS.

(a) Worker Information Posters.

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

(2) The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

(b) Personal Protective Equipment.

(1) 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

(2) Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment

(3) 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, Foot Protection, Hand Protection

(4) 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.

(5) 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. References include:

- <https://www.osha.gov/personal-protective-equipment> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at <https://www.osha.gov/Publications/osha3151.pdf>

- Manual Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/manual/logger/personal equip.html>

- General Machine and Vehicles Logging and Forestry Related activities:

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

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

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

(e) 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.

B.8.1.5 -- 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.

B.8.1.6 -- HOUSING.

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.8.1.7 -- CAMPING REQUIREMENTS.

(a) 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.

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) Damaging or removing any natural feature or other property of the Forest Service is prohibited.

(6) Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.

(7) 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.

(8) Provide an adequate and convenient potable water supply in each camp for drinking and

cooking purposes.

(9) Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.

(10) Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind

(11) 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.

(12) Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.

(13) Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.

(14) 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.

(15) 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.

B.8.1.8 -- CERTIFICATION OF EMPLOYMENT STATUS.

Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements at the time of submission of proposals.

SECTION C - CONTRACT CLAUSES

Updated through FAC 2023-01, Effective 16 March 2023

C.1 -- 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL

SERVICES (MAR 2023)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)(Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801)

(6) 52.233-3, Protest After Award (AUG 1996)(31 U.S.C. 3553)

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)(41. U.S.C. 3509).

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (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 (NOV 2021) (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]

X (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022)(15 U.S.C. 657a). (NOTE: This clause is applicable if the solicitation is set aside for HUBZone Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022)(if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

X (14)(i) 2.219-6, Notice of Total Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022)(15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022)(15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (JUN 2020) of 52.219-9.

___ (v) Alternate IV (SEP 2021) of 52.219-9.

X (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (MAR 2020) of 52.219-13.

___ (19) 52.219-14, Limitations on Subcontracting (OCT 2022)(15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages - Subcontracting Plan (SEP 2021)(15 U.S.C. 637(d)(4)(F)(i)).

X (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657 f). (NOTE: This clause is applicable if the solicitation is set aside for Service-Disabled Veteran-Owned Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)

X (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2023)(15 U.S.C. 632(a)(2)).

___ (ii) Alternate 1 (MAR 2020) of 52.219-28.

X (23) 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022)(15 U.S.C. 637(m)). NOTE: This clause is applicable if the solicitation is set aside for EDWOSB or WOSB. See Block 10 of the SF-1449 for solicitation set aside action.

X (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 (OCT 2022)(15 U.S.C. 637(m)). NOTE: This clause is applicable if the solicitation is set aside for EDWOSB or WOSB. See Block 10 of the SF-1449 for solicitation set aside action.

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

- ___ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021)(15 U.S.C. 637(a)(17)).
- _X_ (27) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _X_ (28) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (DEC 2022)(E.O. 13126).
- _X_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- _X_ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ___ (ii) Alternate I (FEB 1999) of 52.222-26.
- _X_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212).
- ___ (ii) Alternate I (JUL 2014) of 52.222-35.
- _X_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (JUL 2014) of 52.222-36.
- _X_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212).
- _X_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- _X_ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021)(22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)
- ___ (37)(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.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)(E.O. 13693).
- ___ (40)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (JUN 2014)(E.O. 13423 and 13514).
- ___ (ii) Alternate I (OCT 2015) of 52.223-13.
- ___ (41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (JUN 2014)(E.O. 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020)(42 U.S.C. 8259b).
- ___ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of 52.223-16.
- _X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN

2020)(E.O. 13513).

___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13696).

___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (JAN 2017) of 52.224-3.

___ (48)(i) 52.225-1, Buy American - Supplies (OCT 2022) (41 U.S.C. chapter 83).

___ (ii) Alternate I (OCT 2022) of 52.225-1.

___ (49)(i) 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act (DEC 2022)(19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42 and 112-43).

___ (ii) Alternate I [Reserved]

___ (iii) Alternate II (DEC 2022) of 52.225-3.

___ (iv) Alternate III (JAN 2021) of 52.225-3.

___ (v) Alternate IV (OCT 2022) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021)(E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007)(42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)(42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).

___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)(31 U.S.C. 3332).

___ (59) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

___ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

___ (iii) Alternate II (NOV 2021) of 52.247-64.

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

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (MAY 2014)(41 U.S.C. Chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022)(E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020)(42 U.S.C. 1792).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)(41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (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 (NOV 2021)(Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)(Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (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.

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

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020)(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 (NOV 2021)(22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O 13627).

(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 (MAY 2022)(E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)(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. Subtitle A, Part V, Subpart G Note).
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020)(42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

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

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

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (DEC 2022)

NOTE: Offerors who have not completed the annual representations and certifications electronically in the System of Award Management (SAM) or who have changes to their reps and certs need to complete or update their information in SAM in order to be eligible for award. See Section E.3.

52.212-4 -- Contract Terms and Conditions Commercial Items (DEC 2022)

52.223-1 -- Biobased Product Certification (MAY 2012).

NOTE: This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at: <http://www.biopreferred.gov/>.

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

52.236-7 -- Permits and Responsibilities (NOV 1991)

52.245-1 -- Government Property (SEP 2021)

C.2.1 -- ADDITIONAL INFORMATION REQUIRING VENDOR CERTIFICATION.

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

C.2.2 -- ASSIGNMENT OF CLAIMS.

(a) Assignment of claims is not authorized.

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

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

C.3 -- PLACE OF PERFORMANCE AND PERFORMANCE PERIODS

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C.3.1 -- AGREEMENT PERIOD.

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(a) Estimated date of award is

On or around June 1, 2023 with annual review modifications for duration of the VIPR agreement. An inactive SAM account will result in agreement suspension. Non-response also nullifies any opportunities to make annual changes to the agreement or participate in the onboarding process, if available, until the next annual review. . The Agreement period is for

Five years from the date of award. Note: D.21.8.1 -- Rates of Payments. Payment will be at the rates specified in the agreement that is in effect at the time of the order. See VIPR website for state forestry and DOI contact information.

https://www.fs.usda.gov/business/incident/contacts.php?tab=business/incident/vendors.php?view=tab_vendor

Agreement is valid five years from the date of award.

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NO ORDERS OR PAYMENTS ARE GUARANTEED DURING THE DURATION OF THE AGREEMENT PERIOD, REGARDLESS OF LENGTH. Each BPA Call/Dispatch is initiated, administered, and invoiced/paid through the Incident Host Agency, which may or may not be the US Forest Service. Vendor is advised to retain all paperwork received and to work directly with the Incident Host Agency representatives (IMTs) on incident site-specific requirements (Safe worksite practices, self-sufficiency, per diem, etc.) as well as all invoicing (corrections, payment status, etc.). See VIPR website for state forestry and DOI contact information.

https://www.fs.usda.gov/business/incident/state-contacts-requirements.php?tab=tab_c.

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

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An annual review will be conducted and at the discretion of the Contracting Officer, Contractors may be offered an opportunity to adjust their prices during that review period. If a revised price is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect. In addition, a Contracting Officer may allow the Contractor to change their Host Dispatch Center and/or Equipment Attributes. This annual CO review period may also allow the option of an open season on-ramping of additional contractors and resources. (see Section H).

Note: Allowable equipment changes will not include the addition of new resources and will not result in a change in equipment typing unless the CO has initiated the open season on-ramping process. This open season period is not guaranteed and is at the discretion of the Government.

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Annual reviews are typically scheduled during the Jan/Feb/Mar timeframe. Non-response by the set due date is vendor acceptance of all VIPR updated annual terms and conditions along with any updated DOL Wage Determination. An inactive SAM account will result in agreement suspension. Non-response also nullifies any opportunities to make annual changes to the agreement until the next annual review. It is not the Government's intent to modify the agreements during the fire season. This is an undue and unacceptable administrative burden. Modifications or inspections outside of the annual review window and/or during the active fire season (March - September

annually) are not standard practice and may be substantially delayed due to the unavailability of the CO or Contract Operations staff. This is not a violation of the agreement. If a vendor chooses to adjust rates as part of the annual review/roll over process, those proposed rates are subject to the CO's fair and reasonable price analysis for the Region/Zone. If proposed price changes fall outside the acceptable parameters, the vendor will be contacted to negotiate the rates to within the acceptable parameters. If a vendor is unwilling to negotiate or there is not CO approval of proposed roll over modification rates, then awarded VIPR agreement would either be suspended or terminated/cancelled. All negotiations must be complete within the CO determined window or VIPR agreement will be subject to suspension. This acquisition is solicited using the procurement process prescribed in Part 12, Commercial Items, and in accordance with the authority granted in FAR 13.5, Simplified procedures for Certain Commercial Items of the Federal Acquisition Regulations (FAR).

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

(b) It is estimated that the anticipated use period for resources within the National Geographic Area (All Participating Regions) Geographic area may fall between Varies with regional fire seasons of each year. Potential use outside this area or anticipated use period could occur at any time. Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

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

C.3.2 -- START WORK.

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

<https://famit.nwccg.gov/applications/IROC>

C.3.3 -- AGREEMENT CANCELLATION.

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

C.4 -- AUTHORIZED PERSONNEL TO PLACE ORDERS

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

C.5 -- CLAIM SETTLEMENT AUTHORITY

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

C.6 -- CHANGES TO AGREEMENTS

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

Host Agency accepted noncompliant VIN/SNs or typing not listed on the current agreement would fall under this section and thus, an EERA executed at-incident. Any additional supplies or services requested outside of the awarded agreement also requires establishment of an at-incident procurement instrument for proper payment and compensation.

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

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

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

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

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

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

C.8 -- LOSS, DAMAGE, OR DESTRUCTION

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

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

C.9 -- FIREARM - WEAPON PROHIBITION

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

C.10 -- HARASSMENT FREE WORKPLACE

Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-

05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at <https://www.govinfo.gov/>.

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

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

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

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

(d) Meetings will be held through a Microsoft Teams application or through your computers browser (no download necessary). There will also be an option to join by telephone only. We will walk through an agreement and clauses, etc.

Location: Virtual

Date and Time: Tuesday, March 21st at 1500 MT

Vendor registration is required by registering at this link: <https://forms.office.com/g/XbHqXxF4dd>

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

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

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

REMINDER: eAuthentication Instructions:

<https://www.fs.usda.gov/business/incident/eauth.php>

VIPR Vendor Application and Instructions:

<https://www.fs.usda.gov/business/incident/vendorapp.php>.

SECTION D - RESOURCE INFORMATION

D.1 -- SCOPE OF AGREEMENT

(a) The intent of this solicitation and any resultant Agreement is to obtain Advanced Life Support (ALS) and Basic Life Support (BLS) Ambulance Services for use on a local, Regional and Nationwide basis. The Contractor is responsible for all personnel licenses, licensed equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used on fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

D.2 -- EQUIPMENT REQUIREMENTS

D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

Equipment (medical equipment and vehicle(s)) shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

D.2.2 -- EQUIPMENT TYPING.

[Note to CO: Edit Equipment Specifications as appropriate]

A SINGLE RESOURCE MAY NOT BE AWARDED UNDER MULTIPLE RESOURCE CATEGORIES AND/OR TYPING.

D.2.2.1 -- ADVANCED LIFE SUPPORT (ALS) TYPING REQUIREMENTS.

Advanced Life Support (ALS) Transport Ambulance shall be staffed with at least one Paramedic and one EMT along with the appropriate Advanced Life Saving Equipment.

(a) Type 1 - Advance Life Support, Minimum 2 staff (Paramedic and EMT), Transport 2 litter patients, Training and Equipment meets or exceeds standards as addressed by EPA, OSHA, and NFPA 471, 472, 473, and 29 CFR 1910, 120 ETA 311 to work in HazMat Level B and specific threat conditions; All immunized in accordance with CDC core adult immunization and specific threat as appropriate.

(b) Type 2 - Advance Life Support; Minimum 2 staff (Paramedic and EMT); Transport 2 litter patients, non-HazMat response.

D.2.2.2 -- BASIC LIFE SUPPORT (BLS) TYPING REQUIREMENTS.

Basic Life Support (BLS) Transport Ambulance will be staffed with a minimum of two Emergency Medical Technicians (EMTs) or an EMT and First Responder along with the appropriate Basic Life Saving Equipment.

(a) Type 3 - Basic Life Support; Minimum 2 staff (2 EMTs or an EMT and First Responder); Transport 2 litter patients; Training and equipment meets or exceeds standards as addressed by EPA, OSHA, and NFPA 471, 472, 473, and 29 CFR 1910, 120 ETA 311 to work in HazMat Level B and specific threat conditions; All immunized in accordance with CDC core adult immunization and specific threat as appropriate.

(b) Type 4 - Basic Life Support; Minimum 2 personnel (2 EMTs or an EMT and First Responder); Transport 2 litter patients.

D.2.2.3 -- STATE MEDICAL REQUIREMENTS.

Medical equipment carried by contracted ambulances must be consistent with their medical direction, protocols, and all laws/requirements specific to the state in which the contractor is providing services while under hire on an incident.

D.2.2.4 -- RADIO REQUIREMENTS.

(a) Ambulances must have a minimum of one programmable handheld or mobile radio.

(b) Radios must be capable of communicating within a minimum frequency range of 138 MHz to 174 MHz in the narrowband (12.5 KHz) mode on established Federal and state frequencies. Modified radios are not acceptable. Only radios listed on the National Interagency Fire Centers National Interagency Incident Communications Divisions website <https://www.nifc.gov/resources/NIICD/niicd-documents> are approved. Inquiries for approved radios should be directed to:

Bill Forsyth

Phone: (208) 387-5720 (Local)

Email: bill.forsyth@usda.gov

(c) At least two fully charged battery packs per radio are required at the beginning of each shift. Contractor supplied batteries must operate the portable radio throughout the shift. It is highly recommended that all portable radios utilize an AA alkaline battery clamshell. A source of 115 VAC power may not be available for rechargeable batteries.

(d) The contractor shall be capable of programming incident frequencies into their radios.

Frequencies may be installed by the Government at the incident. Contractor must comply with all National telecommunications and Information Administration (NTIA) rules and regulations on all Federal Agency incidents and with all Federal Communications Commission (FCC) rules and regulations on all State Agency incidents. Contractor shall not use Government assigned frequencies for other than performance under this contract. All Incident, Federal and State frequencies shall be removed prior to demobilization from the incident.

D.2.4 -- CONTRACTOR FURNISHED MEDICAL SUPPLIES.

(a) The Contractor may furnish a price list of consumable medical supplies at initial quote submission for review and approval by the contracting officer. The approved price list can be used to seek reimbursement for supplies used while assigned to the incident through finance as an addition to the final OF 286 Emergency Equipment Use Invoice. All replacement items must be verified in writing by the Medical Unit Leader or their designee.

(b) If the contractor does not submit a pricing list, or an item that is not contained on the pricing list is used, the contractor will need to submit a claim with supporting documentation to receive reimbursement for supplies used on the incident (see Section C.5 Claim Settlement Authority).

(c) The Government may, at its option, elect to furnish supplies when necessary to keep the resource operating. Supplies furnished to the contractor by the government shall be returned to the incident upon demobilization of the resource. If the Government provided supplies are not used on the incident or returned to the Government at the time of demobilization, the Government will determine the actual cost of the Government furnished supplies and those costs will be deducted from the payment to the Contractor.

D.2.5 -- PERSONAL PROTECTIVE EQUIPMENT (PPE).

PPE is required for Fireline going ambulance personnel.

D.2.5.1 -- CONTRACTOR PROVIDED PPE.

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

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

- (2) **HARD HAT:** Hardhat meeting NFPA Standard 1977 is required.
- (3) **GLOVES:** One pair of heavy-duty leather per person.
- (4) **EYE PROTECTION:** One pair (meets standards ANSI Z87, latest edition).
- (5) **HEARING PROTECTION:** Use hearing protection whenever sound levels exceed 85 dB.
- (6) **HEAD LAMP:** With batteries and attachment for hardhat.
- (7) **FIRE SHELTER:** New Generation Fire Shelter is required.
- (8) **FLAME RESISTANT CLOTHING (Shirt and Pants).** A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must be certified to NFPA 1977.

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

D.2.6 -- TRANSPORTATION.

(a) The contractor shall provide dependable ground transportation that meets all State and Federal laws relating to motor vehicle operation. All vehicles offered and used under this Agreement shall be licensed and legally operable on all roads. The vehicle must be capable of operating on dirt or gravel roads. The Contractor shall ensure that seatbelts will be available and used by every passenger in any vehicle while in motion.

(b) All Ambulances shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications.

(c) Operators of any motor vehicle having a GVWR of 26,001 pounds or greater shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of 10,001 pounds and greater shall have a current medical card.

(d) All vehicles shall meet all standards established by specifications or incorporated by reference and shall be maintained in good repair by the Contractor.

(e) All ambulances shall be equipped with the following:

- (1) A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- (2) Approved spark arrester on all naturally aspirated engines
- (3) Seat belts
- (4) Travel alarm or backup alarm rated at 87db or greater
- (5) Flashlight

(6) Water, 1 gal drinking

D.2.6.1 -- TIRE REQUIREMENTS.

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

D.2.6.2 -- SPARE TIRE REQUIREMENTS.

All vehicles shall have a full-size spare tire with minimum of 4/32 tread and wheel securely (mounted to the vehicle). The spare tire shall be easily accessible.

D.2.6.3 -- VEHICLE IDENTIFICATION.

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

(b) Ambulances shall have the company's name on each side of the vehicle.

(c) As required in part 390 of FMCSA, every vehicle with a GVWR greater than 10,000 lbs. shall be marked on both sides of the vehicle with the following:

(1) The motor carriers name or trade name.

D.3 -- PERSONNEL REQUIREMENTS

Each person employed by the Contractor under this Agreement shall meet the following minimum requirements, and be able to provide evidence that employees meet the requirements upon request:

(a) The EMTs/AEMTs/Paramedics associated with the ambulance must hold a current license and remain in compliance with the appropriate EMS state licensing authority for the resource category that they have been awarded (EMT/AEMT/Paramedic). All personnel working under this agreement must comply with their medical direction, protocols, and all laws/requirements specific to the state in which the contractor is providing services while under hire on an incident. Holding a National Registry Card DOES NOT meet requirements for practicing.

(b) EMTs/AEMTs/Paramedics must have medical direction from a state recognized Medical Director that agrees to provide medical oversight (medication procurement, QI/QA and retrospective operational review) while operating on a fire assignment. This should be confirmed in writing through a signed letter from the contractors Medical Director. Contracted EMTs, AEMTs, &

Paramedics will be expected to operate within the scope of practice of their normal protocols and medical direction. EMTs, AEMTs & Paramedics shall maintain currency the entire term of the agreement.

(c) Qualification cards for fireline going personnel must be always carried (if applicable).

(d) It is the responsibility of the contractor, through the Medical Unit Leader or their designee, to notify the local EMS jurisdictions of their incident assignment.

(e) It is the responsibility of the licensed EMS Provider, upon arrival to the incident, to make arrangements for Patient Care Integration Agreements with the local EMS Jurisdiction.

(f) Minimum staffing will be met. Any additional staffing by the contractor will be at the contractor's expense including lodging, per diem, transportation, and wages. To familiarize employees will not be at the government's expense.

D.3.1 -- TRAINING/EXPERIENCE

(a) Each person under this agreement shall meet the following minimum requirements:

- (1) RT-130 Annual Fireline Refresher including fire shelter practice deployment.
- (2) Intro to ICS (ICS-100)
- (3) NIMS: An Introduction (IS-700)

(b) Fireline Qualified Personnel must meet training requirements for the Firefighter Type 2 Position (FFT2)

- (1) Arduous Work Capacity Fitness Test
- (2) Basic Firefighter Training: Introduction to ICS (ICS-100)
- (3) Human Factors in the Wildland Fire Service (L-180)
- (4) Firefighting Training (S-130)
- (5) Introduction to Wildland Fire Behavior (S-190)
- (6) NIMS: An Introduction (IS-700)
- (7) Annual Fireline Safety Refresher (RT-130)

Annual Fireline Safety Refresher (RT-130 is not required for the first year as a Firefighter Type 2(FFT2); however, it is required for subsequent years.

*Note: For the Firefighter Type 2 (FFT2) position, satisfactory completion of the required training meets the position qualification requirements.

(c) The government reserves the right to verify training, medical certification/licensure, and proof of medical direction at any time for all personnel.

D.3.2 -- ENGLISH SPEAKING REQUIREMENT.

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

D.4 -- EQUIPMENT RELIABILITY

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

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

D.5 -- AVAILABILITY

The Contractor is required to status their availability in the Incident Resource Ordering Capability Program (IROC).

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

Awards may not be made to vendors designating an equipment City and State location outside the Geographic Area of the selected Dispatch Center.

Agreement intent and Government guidance is for Quoters to select the available dispatch center closest to their resource location in order to reasonably meet the Government's (Host Agency's) date and time needed for emergency incident support, as well as offer best value to the Government for travel costs for each potential dispatch/BPA Call. Because wildland fire support and locations are unknown at time of award, selection of a host dispatch center/zone outside of where the resources reside may result in loss of opportunity and failure to meet Government's critical and timely need at time of incident.

D.6 -- ORDERING PROTOCOL FOR RESOURCES.

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

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

contractors."

D.6.1 -- DISPATCH PRIORITY.

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

(1) For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.

(2) Tribal preference policy established within reservation jurisdiction.

(3) Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement.

(4) The government reserves the right to utilize other (unoperated or non-mobile) commercial facilities.

(b) Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non pay status when that resource is available.

D.6.2 -- RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY.

(a) All resources will be evaluated and agreements will be awarded in accordance with B.3. Resources on an awarded Agreement will be ranked on a dispatch priority list by Host Dispatch Zone or Geographic Area. As described in B.6, socioeconomic status advantage will be given to those small business concerns identified in Block 10 of the SF-1449.

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

(c) Within each small business program category, priority will be given according to the price offered for the type of resource. The price will be based on the daily rate offered, with the lowest price being ranked highest on the dispatch list: Daily Rate

(d) Attribute, not given points

(1) Ambulance

(i) 4 wheel or all-wheel drive

(ii) Fireline qualified personnel

NOTE: These attributes will be listed on the priority dispatch list and if the incident specifically orders the equipment with this attribute, vendors offering that attribute will be given preference as they appear on the priority dispatch list.

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D.6.2.1 -- Tied Prices/CBA Scores. The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

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D.6.3 -- ORDERING PROCEDURES FOR RESOURCES.

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D.6.3.1 -- Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within the selection made at D.6.2. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

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D.6.3.2 -- If all contractor resources on the dispatch priority list are depleted within the selection made at D.6.2, orders will be placed utilizing established dispatch procedures.

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D.6.4 -- INFORMATION REQUIRED WHEN PLACING ORDERS.

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D.6.4.1 -- Information Provided to the Contractor.

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

- (1) Resource Order Number.
- (2) Incident Order Number and Name of Incident.
- (3) Date and time to report to incident.
- (4) Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.
- (5) Incident contact phone number for further information.
- (6) Fire Code/Funding Code

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

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

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D.6.5 -- DISPATCHING PROCEDURES.

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

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

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

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D.6.5.4 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

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D.6.6 -- EMERGENCY INCIDENT DRIVING.

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The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). Reference D.21.8.1.2. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

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

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

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(b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:

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

(2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.

(3) With the Government's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not

compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

D.6.8 -- DEMOBILIZATION.

The Incident Commander will determine the priority of demobilization.

D.6.9 -- RELEASE.

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

D.7 -- PROPERTY

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

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

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

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

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

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

D.9 -- LAUNDRY SERVICE

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

D.10 -- CAMPSITE

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

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

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

D.11 -- COMMISSARY

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

D.12 -- TIMEKEEPING

Refer to D.21.9.2

D.13 -- CONTRACTOR'S REPRESENTATIVE

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

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

D.14.1 -- FIRST AID RESPONSIBILITY.

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

D.14.2 -- MEDICAL INSURANCE.

Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises. The Government will not track, record, or manage contractor insurance records under this agreement. Insurance coverage and documentation is the sole responsibility of the contractor.

D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

(a) NOXIOUS WEED CONTROL.

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

(b) AQUATIC AND INVASIVE SPECIES (AIS) PREVENTION.

All resources under this agreement shall adhere to the requirements of NWCG publication PMS 444, Guide to Preventing Aquatic Invasive Species Transport by Wildland Fire Operations, including the following measures for Aquatic and Invasive Species prevention:

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

(c) DECONTAMINATING GROUND EQUIPMENT.

Before moving to a new water source (in a different watershed), decontaminate all external and internal surfaces of foot valve and draft hose. Three options are:

1. Power wash with hot water (140 F, allow spray to contact surfaces for 2 minutes) using a hot pressure washer (e.g., a Hotsy). OR
2. Dry the gear in the hot sun until completely dry to the touch (sunlight intensifies the decontamination process). OR
3. Use a chemical solution (see Appendix A: Decontaminating with Chemical Disinfectants). Surfaces of the drafting hose and foot valve can be decontaminated by coiling and submerging in a bucket filled with disinfectant or by spray application with a backpack pump or a large spray bottle.

Consider carrying spare, clean, dry draft hoses and foot valves to switch out with used ones when moving to a new water source.

*As referenced in the National Wildfire Coordination Group (NWCG) publication PMS 444 Guide to Preventing Aquatic Invasive Species Transport by Wildland Fire Operations (<https://www.nwcg.gov/sites/default/files/publications/pms444.pdf>), Chapter 4 Ground Operations.

D.16 -- TECHNICAL EVALUATION PROCESS

D.16.1 -- TECHNICAL EVALUATION

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

D.16.2 -- POST AWARD INSPECTION

All or partial resources offered within your VIPR quote may be selected for follow-on hands-on inspection by the Regional Contract Operations program representative. Those inspections will be coordinated and conducted by that representative.

D.17 -- INCIDENT PRE-USE INSPECTION

(a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government may perform inspections.

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

D.17.1 -- INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as follows:

(a) The original shall remain with the fire documents on Host Unit.

(b) A copy of the inspection shall be given to the Contractor and/or the Contractor's Representative.

(c) A duplicate copy shall be forwarded to the CO for all non-compliant resources.

D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the government's convenience (See D.21.8.3(c)). Due to priority of direct support during the fire season, Government workers may be unavailable for both inspections and modifications for an extended period of time. Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

D.19 -- WORKMANSHIP

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

writing, the Contractor remove from use under this Agreement, any employee found incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

(b) Contractor shall be responsible for ensuring all of its employees wear proper incident attire, as follows (PPE, if required for specific resources, will be detailed in the agreement at D.2):

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

(2) CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans.

The Incident Commander may release from an incident assignment any Contractor employee who is not wearing proper incident attire in accordance with D.19 -- Workmanship.

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

D.19.1 -- INCIDENT BEHAVIOR.

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

D.20 -- PERFORMANCE EVALUATIONS

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

D.21 -- PAYMENTS

Payments will be made in accordance with D.21.8.

D.21.1 -- [RESERVED]

D.21.2 -- WITHDRAWAL OF RESOURCE(S).

Refer to D.21.8.3(b).

D.21.3 -- REPAIRS.

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$100 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 -- OPERATING SUPPLIES.

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

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

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

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

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

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

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

D.21.6 -- FOOD & DRINK.

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

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

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

D.21.7 -- ORDER CANCELLATION.

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

D.21.8 -- PAYMENTS.

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

(b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 -- Rates of Payments - Payment will be at rates specified in the agreement that is in effect at the time of the order.

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

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

(c) Mileage - Shall apply when equipment is under hire as ordered by the Government.

D.21.8.1.1 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

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

(a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty-day (operational period, see Exhibit A).

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

(c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to:

- (1) Accomplish immediate and critical suppression objectives, or
- (2) Address immediate and critical firefighter or public safety issues.

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

driving time limitations.

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

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

D.21.8.3 -- Exceptions.

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

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

(c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.

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

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

(f) Reassignment of resources. Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and

reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

(g) When an ambulance is mobilized to transport a patient to a medical facility, the ambulance reverts to their normal billing procedures for the medical incident, which would include a loaded mileage rate. For all patient care and transport, the ambulance will submit a bill to the patient's appropriate home agency for workers compensation billing. No further payment will accrue from the time an ambulance begins transporting a patient from the incident and has returned to the incident after delivering the patient to a medical facility. During this transport time, payment will be based on the hours the resource was available to the incident as documented on the shift ticket versus the designated shift, as shown in the Incident Action Plan. Medical transports and times shall be documented on the shift ticket and shall be turned into Finance Section for documentation purposes.

D.21.9 -- INVOICING PROCESS.

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

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

D.21.9.3 -- The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286)

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 -- The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of IROC), supporting documentation per the Interagency Incident Business Management Handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

D.22 -- REPLACEMENT OF RESOURCES

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

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

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

Provided as a separate attachment

SECTION E - SOLICITATION PROVISIONS

E.1 - INSTRUCTIONS TO OFFERORS

52.212-1 -- Instructions to Offerors-Commercial Items (NOV 2021)

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

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

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

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

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

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

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

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

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

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

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

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

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

(f) [Reserved]

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision).

E.2 - INSTRUCTIONS FOR SUBMITTING TECHNICAL QUOTES.

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INSTRUCTIONS FOR SUBMITTING TECHNICAL QUOTE:

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

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The purpose of this section is to establish requirements for the format and content of the technical

quote portion so that all VIPR I-BPA quotes contain required information and can be evaluated equitably. Offerors are instructed to read the entire solicitation document, including all attachments, prior to preparing and submitting your offer.

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

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

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

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

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

TECHNICAL QUOTE FORMAT AND SUBMISSION:

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

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

TECHNICAL QUOTE SUBMITTAL REQUIREMENTS FOR: ADVANCED LIFE SUPPORT AND BASIC LIFE SUPPORT AMBULANCE SERVICE

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

You must provide a minimum of six (6) pictures/files of this resource to include:

-- Four (4) pictures of the vehicle. Include front, back, left, and right. Pictures should include a view

of the entire resource as close as possible to fill the entire frame and clearly identify the equipment or resource.

-- One (1) picture of the manufacturer's vehicle data plate with VIN clearly shown and readable.

The picture must include the entire VIN, year, make and model of the resource.

-- One (1) picture or file of the current ambulance certificate/license.

-- One (1) picture of the 4-wheel drive/all-wheel drive capability (if applicable).

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E.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

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

52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DEC 2022)

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

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

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

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

EXHIBIT A – DEFINITIONS AND ABBREVIATIONS

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

AGENCY – See “Government”

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

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

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

CBA – Choosing by Advantages

CCR – Contractor Central Registration (See SAM)

CJRL – Cotton Jacket Rubber Lined

CVSA – Commercial Vehicle Safety Alliance

CO – Contracting Officer

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

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

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

DOZER BLADE CONFIGURATIONS:

- **STRAIGHT/ U BLADE** – no hydraulic tilt
- **ANGLE BLADE no Hydraulic Tilt**–This blade will angle either manually or with hydraulics but does not raise or lower the outside corners of the blade hydraulically.
- **STRAIGHT/U Blade with Hydraulic Tilt** – This blade type does not angle but does raise or lower the outside corners of the blade hydraulically.
- **ANGLE with HYDRAULIC TILT** – Blade will angle and tilt with hydraulics

- 6-Way HYDRAULIC - The 6-way blade or PAT (Power-Angle-Tilt) will hydraulically raise blade up or down, Angle the blade to the right or left and also raise or lower the outside corners of the blade.

EXCAVATOR ATTRIBUTES:

- EXCAVATOR CLAMSHELL BUCKET – A two-sided bucket used on an excavator to dig in a vertical direction; the bucket is dropped while its jaw-like halves are open and digs as they close. Also known as a clamshell grab.
- EXCAVATOR UP DOWN BLADE or DOZER BLADE – A blade mounted on the mainframe of the excavator raised and lowered with hydraulic cylinders. This blade will allow the machine to push material in a grading manner and stabilize the machine while it is working on surfaces that are not level.

EXCAVATOR, STEEP GROUND (STEEP GROUND EXCAVATOR) – Purpose built or modified construction excavator that is capable of working on slopes greater than 45 percent. These excavators may be Feller Buncher carriages with a bucket and hydraulic thumb or clamshell bucket replacing the saw, or tracked carriages equipped with a dozer type blade that may have had other modifications to allow the machine to work on steep grades. Operators are highly experienced in steep ground soil work and have knowledge, skills and abilities to construct firelines or rehabilitate firelines to near natural conditions.

ENGB – Single Resource Engine Boss

FS – Forest Service

FLYWHEEL HORSEPOWER RATING – Horsepower rating taken at the flywheel with all the engine accessories installed not counting transmission losses or anything after the flywheel.

FMCSA – Federal Motor Carrier Safety Administration

FMVSS – Federal Motor Vehicle Safety Standards

FOAM APPLICATION SYSTEM

- Manually Regulated Proportioning System – A proportioning system that requires manual adjustment to maintain the proportioning ratio when there is a change of flow or pressure through the foam proportioner. Typical manually regulated foam systems include: Suction side proportioner, in-line eductor, around-the-pump proportioner and direct injection manually regulated proportioners. Examples of manually regulated foam systems include but are not limited to:
 1. Blizzard Wizard
 2. Scotty foam inductor
 3. Foam Flo
- Automatic Regulating Proportioning System – A proportioning system that automatically adjusts the flow of foam concentrate into the water stream to maintain the desired

proportioning ratio. These automatic adjustments are made based on changes in water flow or conductivity. Typical automatic regulating proportioning systems include: Balanced pressure venturi proportioning systems, water motor meter proportioner systems, direct injection automatic regulating proportioners. Examples of automatic regulating proportioning systems include but are not limited to:

1. Foam Pro-1601/2001
2. Robwen 500
3. Darley Fast-foam system
4. Aquis 1.5/2.5 foam system

GACC – Geographic Area Coordination Center

GAWR – Gross Axle Weight Rating

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

- Northern Rockies Coordination Center / Northern Region (R1): Montana Department of Natural Resources and Conservation (MT DNRC), Idaho Department of Lands (IDL), North Dakota Forest Service (ND FS), and Montana Disaster & Emergency Services (DES)
- Rocky Mountain Area Coordination Center / Rocky Mountain Region (R2): States of Colorado, Kansas, Nebraska, South Dakota, and Wyoming
- Southwest Coordination Center / Southwest Region (R3): States of Arizona and New Mexico and West Texas
- Eastern Great Basin Coordination Center / Western Great Basin Coordination Center / Intermountain Region (R4): States of Idaho, Nevada, Utah, and Wyoming
- Northern California Geographic Area Coordination Center / Southern California Geographic Area Coordination Center / Pacific Southwest Region (R5): State of California and Pacific Islands
- Northwest Coordination Center / Pacific Northwest Region (R6): Oregon Department of Forestry (ODF) and Washington Department of Natural Resources (WDNR)
- Southern Area Coordination Center / Southern Region (R8): States of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, and Virginia
- Eastern Area Coordination Center / Eastern Region (R9): States of Connecticut, Delaware, Illinois, Indiana, Iowa, Massachusetts, Maryland, Maine, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Wisconsin, and West Virginia
- Alaska Interagency Coordination Center / Alaska Region (R10): State of Alaska

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

GVAW – Gross Vehicle Axle Weight

GVWR – Gross Vehicle Weight Rating

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

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

ICPI – Incident Contract Project Inspector

ICS – Incident Command System

IIBMH – Interagency Incident Business Management Handbook

IPT – Iron Pipe Thread

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

INITIAL ATTACK – A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety.

LOW GROUND PRESSURE EQUIPMENT – Equipment with wide pads, designed by the manufacturer to operate in wet, soft or sandy terrain.

NH – National Hose Thread

NPSH – National Pipe Standard Hose

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

OPERATING SUPPLIES – Operating supplies include fuel, oil, filters, lube/oil changes. Even though the agreement may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Contractor.

OPERATIONAL PERIOD – The period of time scheduled for execution of a given set of tactical actions, which may be specified in the Incident Action Plan. An operational period is equal to one shift and can be of various lengths.

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

POINT OF HIRE – The point of hire is the resource location (City and State) the vendor designates in their offer.

POINT OF RELEASE – The location from which a contractor is released upon expiration or termination of required services. This point may be the same as the point of hire.

PROPERTY –

- **Accountable Property.** Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number.
- **Durable Property.** Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show “US GOVT”, or an agency specific marking.
- **Consumable Goods.** Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked.

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

RON – Remain Over Night

ROSS – Resource Ordering and Status System

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

SEVERITY –The class of assignments that are related to pre-suppression activities. Examples of appropriate severity activities may include but not limited to standby at the host unit, limited patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10 minute mobilization response time. Increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

SJRL – Synthetic Jacket Rubber Lined Hose

SKIDGINE, DROP TANK (AKA DETACHABLE TANK) - A Skidgine with a water tank that has been engineered to be able to be removed from the parent machine and re-attached to the

parent machine in one (1) hour or less. The parent machine must have a log grapple that is usable to pull logs or break apart jackpots of fuel when the tank is removed. Winch equipped Skidgines are excluded from this definition.

SOFTTRACK – A machine constructed to carry water, mounted on a carrier, equipped with a track that is able to conform to varying ground conditions by torsion bar mounted road wheels. These road wheels allow the track to travel up and down to keep the track surface in constant contact with the ground over rough surfaces. These machines can travel at a speed of over 12 miles per hour on flat surfaces.

SUPPRESSION – All the work of extinguishing or confining a fire beginning with its discovery.

SUSPENSION –

- **Air Bag** – A suspension designed with two (2) air bags per wheel or four (4) air bags per axle. Air bag suspensions were developed for over the road conditions. While this suspension is acceptable, the process where the air bags inflate and deflate to try and maintain an even ride is not as desirable due to the non-static load associated with a tank of water.
- **Vocational Duty** – All other axle configurations including the walking beam, spring, and trailing arm with two (2) air bags per axle shall be identified as vocational style suspension. Must be equipped with a tandem axle interlock (power divider).

UNDER HIRE – Refer to D.21.8

WHEEL CHOCKS –

- Type 5 and 6 Engines shall be equipped with a wheel chock constructed with a height of 8" or more and a width of 6" or more.
- Type 3 and 4 Engines and ALL Tenders shall be equipped with a wheel chock constructed with a height of 8" or more and width of 7" or more.
- Wheel chock must have a solid bottom or ribbing on the bottom to prevent from sinking in soft soil.
- Wheel chock must have the face beveled at a 30-50 degree angle.
- Wheel chock base must be 1.4 times the height or greater.
- Or the manufacturer specifies the chocks meet SAE J-348, NFPA 1901, or NFPA 1906 for the size of the vehicle.

WORK/REST – Refer to D.6.7

EXHIBIT B – PAYMENT OFFICE INFORMATION

FOREST SERVICE

Albuquerque Service Center – B&F
Incident Finance
101 B Sun Avenue NE
Albuquerque, NM 87109

1-877-372-7248

BUREAU OF LAND MANAGEMENT

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

1-877-480-9724

NATIONAL PARK SERVICE

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

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

703-487-9453

BUREAU OF INDIAN AFFAIRS

Bureau of Indian Affairs
Indian Affairs General Collections
Attn: EERA Payments
PO Box 979136
St. Louis, MO 63197-9000

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

FISH & WILDLIFE SERVICE

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

208-387-5536

EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY

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

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

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

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

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

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

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

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

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

- Tell the harasser to stop the offensive conduct; and/or
- Tell a manager or supervisor about the conduct; and/or
- Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

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

EXHIBIT D - DOL WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 1995-0221 Revision No.: 59 Date Of Last Revision: 12/27/2022
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	With certain exceptions, Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	With certain exceptions, Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

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

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for Fire Safety services only.

OCCUPATION CODE – TITLE

FOOTNOTE

RATE

01000 - Administrative Support And Clerical Occupations

01613 - Word Processor III

Alaska	22.47
Continental U.S.	22.47
Hawaii and American Samoa	22.21
05000 - Automotive Service Occupations	
05190 - Motor Vehicle Mechanic	
Alaska	31.73
Hawaii and American Samoa	21.07
Midwestern Region	25.04
Northeast Region	23.50
Southern Region	21.90
Western Region	25.34
05220 - Motor Vehicle Mechanic Helper	
Alaska	22.95
Hawaii and American Samoa	16.22
Midwestern Region	16.23
Northeast Region	18.31
Southern Region	14.12***
Western Region	17.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	19.06
Hawaii and American Samoa	19.03
Midwestern Region	15.98***
Northeast Region	18.12
Southern Region	13.04***
Western Region	19.89
07041 - Cook I	
Alaska	16.43
Hawaii and American Samoa	16.02***
Midwestern Region	11.74***
Northeast Region	14.66***
Southern Region	11.17***
Western Region	13.38***
07042 - Cook II	
Alaska	18.92
Hawaii and American Samoa	17.89
Midwestern Region	13.24***
Northeast Region	16.51
Southern Region	12.60***
Western Region	15.10***
07070 - Dishwasher	
Alaska	14.06***
Hawaii and American Samoa	15.39***
Midwestern Region	9.50***
Northeast Region	10.19***
Southern Region	9.88***
Western Region	10.25***
07130 - Food Service Worker	
Alaska	14.35***
Hawaii and American Samoa	14.26***
Midwestern Region	11.21***
Northeast Region	13.44***
Southern Region	10.62***
Western Region	11.66***
07210 - Meat Cutter	
Alaska	23.39
Hawaii and American Samoa	22.71
Midwestern Region	19.71

Northeast Region	22.95
Southern Region	16.45
Western Region	21.53
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	27.43
Continental U.S.	19.98
Hawaii and American Samoa	22.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	26.34
Hawaii and American Samoa	20.52
Midwestern Region	18.94
Northeast Region	18.50
Southern Region	15.66***
Western Region	20.25
21150 - Stock Clerk	
Alaska	17.01
Hawaii and American Samoa	13.42***
Midwestern Region	15.04***
Northeast Region	14.84***
Southern Region	14.41***
Western Region	15.24***
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	33.41
Continental U.S.	34.36
Hawaii and American Samoa	34.53
23022 - Aircraft Mechanic II	
Alaska	34.68
Continental U.S.	35.25
Hawaii and American Samoa	35.94
23023 - Aircraft Mechanic III	
Alaska	36.59
Continental U.S.	36.84
Hawaii and American Samoa	37.71
23040 - Aircraft Mechanic Helper	
Alaska	26.20
Continental U.S.	25.84
Hawaii and American Samoa	24.93
23060 - Aircraft Servicer	
Alaska	29.27
Continental U.S.	29.47
Hawaii and American Samoa	28.94
23160 - Electrician, Maintenance	
Alaska	37.70
Hawaii and American Samoa	32.50
Midwestern Region	28.31
Northeast Region	30.36
Southern Region	24.21
Western Region	28.92
23440 - Heavy Equipment Operator	
Alaska	30.85
Hawaii and American Samoa	21.95
Midwestern Region	25.04
Northeast Region	23.50
Southern Region	21.90
Western Region	25.33

23470 - Laborer	
Alaska	18.72
Hawaii and American Samoa	18.17
Midwestern Region	15.24***
Northeast Region	15.35***
Southern Region	12.40***
Western Region	14.39***
23530 - Machinery Maintenance Mechanic	
Alaska	35.20
Hawaii and American Samoa	34.73
Midwestern Region	21.71
Northeast Region	22.71
Southern Region	17.20
Western Region	21.54
23580 - Maintenance Trades Helper	
Alaska	25.73
Hawaii and American Samoa	19.84
Midwestern Region	20.44
Northeast Region	19.08
Southern Region	17.19
Western Region	17.73
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	14.25***
Hawaii and American Samoa	11.62***
Midwestern Region	9.30***
Northeast Region	9.80***
Southern Region	9.30***
Western Region	9.80***
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	27.60
Hawaii and American Samoa	26.25
Mid Western Region	24.52
Northeast Region	22.70
Southern Region	24.95
Western Region	23.32
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	25.88
Hawaii and American Samoa	16.81
Midwestern Region: 1 1/2 to 4 tons	21.33
Midwestern Region: over 4 tons	22.31
Midwestern Region: under 1 1/2 tons	15.97***
Northeast Region: 1 1/2 to 4 tons	21.86
Northeast Region: over 4 tons	22.81
Northeast Region: under 1 1/2 tons	16.96
Southern Region: 1 1/2 to 4 tons	19.47
Southern Region: over 4 tons	20.21
Southern Region: under 1 1/2 tons	10.86***
Western Region: 1 1/2 to 4 tons	20.08
Western Region: over 4 tons	20.65
Western Region: under 1 1/2 tons	12.63***
31361 - Truckdriver, Light	
Alaska	24.23
Hawaii and American Samoa	13.27***
Midwestern Region	15.97***
Northeast Region	16.96

Southern Region	10.86***
Western Region	12.63***
31362 - Truckdriver, Medium	
Alaska	26.23
Hawaii and American Samoa	16.79
Midwestern Region	21.33
Northeast Region	21.90
Southern Region	19.42
Western Region	20.08
31363 - Truckdriver, Heavy	
Alaska	27.72
Hawaii and American Samoa	18.33
Midwestern Region	22.31
Northeast Region	22.81
Southern Region	20.21
Western Region	21.40
31364 - Truckdriver, Tractor-Trailer	
Alaska	29.21
Hawaii and American Samoa	18.56
Midwestern Region	26.51
Northeast Region	22.97
Southern Region	21.22
Western Region	21.84
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook Baker/Assistant Cook	
Alaska	18.85
Hawaii and American Samoa	17.89
Midwestern Region	13.24***
Northeast Region	16.51
Southern Region	12.59***
Western Region	15.10***
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	23.42
Hawaii and American Samoa	24.06
Midwestern Region	21.08
Northeast Region	22.28
Southern Region	23.09
Western Region	21.24
(not set) - Quality Assurance Representative II	
Alaska	30.64
Hawaii and American Samoa	28.60
Midwestern Region	26.00
Northeast Region	27.65
Southern Region	24.42
Western Region	25.75
(not set) - Quality Assurance Representative III	
Alaska	32.60
Hawaii and American Samoa	31.14
Midwestern Region	30.61
Northeast Region	32.53
Southern Region	28.88
Western Region	30.88
(not set) - Chief Cook	
Alaska	25.04
Hawaii and American Samoa	30.01
Midwestern Region	22.07

Northeast Region	26.72
Southern Region	20.23
Western Region	24.59
(not set) - Environmental Protection Specialist	
Alaska	39.49
Hawaii and American Samoa	36.52
Midwestern Region	33.22
Northeast Region	39.85
Southern Region	33.83
Western Region	34.98
(not set) - Fire Safety Professional	
Alaska	39.47
Hawaii and American Samoa	36.56
Midwestern Region	33.22
Northeast Region	39.85
Southern Region	33.83
Western Region	34.98
(not set) - Aircraft Quality Control Inspector	
Alaska	34.94
Continental U.S.	35.93
Hawaii and American Samoa	36.13
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	13.84***
Hawaii and American Samoa	12.80***
Midwestern Region	11.82***
Northeast Region	13.49***
Southern Region	9.30***
Western Region	11.51***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$2.04 per hour, up to 40 hours per week, or \$81.60 per week, or \$353.60 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.80 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.65 per hour, up to 40 hours per week, or \$66.00 per week, or \$286.00 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour, up to 40 hours per week. *

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and

applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

Chief Cook

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

Environmental Protection Specialist

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programmes; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

Fire Safety Professional

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

CONTRACTOR PERFORMANCE RATING (May 2020)		
Contractor/Company Name	Resource Type and Equipment ID (Engine/Dozer/Water Tender/etc.)	Fire Name and Number
Agreement Number	Equipment Resource Order #	Dates covered by this evaluation
Contracting Officer Name		
Evaluation Form Instruction: The intent of this form is to communicate information from the incident to contracting officers, contracting officer representatives and administrators. Please ensure that contact information is correct and LEGIBLE so that follow up communication is possible, when needed. This form is available for use by any government representative that interacts with vendors (IE: fire line supervisors, dispatchers, finance sections, inspectors, etc.)		
In Summary: ✓ Check either SATISFACTORY or UNSATISFACTORY for each question. ✓ Use the space allowed to provide a short synopsis or bullet-points, as needed. A narrative/justification is not necessary for vendors that were rated Satisfactory in all categories on this evaluation. Additional pages can be used as need.		
Quality of Service: Was the Vendor's <i>Quality of Service</i> (knowledge of the job, physical condition of personnel, attitude, decisions under stress, initiative, use of safe practices, crew organization, performance of resource, equipment organization/reliability, and supervisory performance) satisfactory on this incident? <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY </div>		
Narrative/justification:		
Timeliness: Did the Contractor arrive when instructed and complete assigned work in a timely and satisfactory manner while on the incident? <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY </div>		
Narrative/justification:		
Business Relations: Did the Contractor complete administrative work as required (IE: check in, finance and demob) and conduct themselves in a professional and satisfactory manner while on the incident? <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY </div>		
Narrative/justification:		
Rated by (Government signature): Printed Name / Position on Incident:	Home Unit Phone Number and Address:	Date:

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

EXHIBIT F – SAFETY STANDARDS

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

A. Heat Stress

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

B. Smoke and Carbon Monoxide

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

C. “Six Minutes for Safety” Training

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

D. Seat Belts

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

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

F. Fireline Leadership Communications Skills.

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

- All radio communication on tactical, command and air-to-ground frequencies will be in the English language.
- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read write and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the individuals they directly supervise.

G. Incident Identification/ Qualification Card.

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

H. Physical Demands

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

Added for Engine and Tactical Water Tender personnel:

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

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

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

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

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

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

EMERGENCY EQUIPMENT SHIFT TICKET					<i>E-16</i>	
NOTE; The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.						
1. AGREEMENT NUMBER 54-04R4-2-4567			2. CONTRACTOR (name) Jones Equipment			
3. INCIDENT OR PROJECT NAME LOST CREEK		4. INCIDENT NUMBER WIF-2-061		5. OPERATOR (name) PAUL JONES		
6. EQUIPMENT MAKE Caterpillar		7. EQUIPMENT MODEL Dozer, D6C		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
9. SERIAL NUMBER 47A89876		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)		
12. DATE MO/DAY/YR	13. EQUIPMENT USE			14. REMARKS (released, down time and cause, problems, etc.) Paul Jones - Operator		
	START	STOP	HOURS/DAYS/MILES(circle one) WORK SPECIAL			
09/15/07	0600	1800	12			
				15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor		
				16. INVOICE POSTED BY (Recorder's initials)		
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Paul L. Jones - Owner			18. GOVERNMENT OFFICER'S SIGNATURE SAMUAL JONES - DIV SUP.		19. DATE SIGNED 09/15/07	

EXHIBIT H - GEOGRAPHIC AREA TERMS AND CONDITIONS

REGIONAL TRAINING VERIFICATION PROCESSES

GEOGRAPHIC AREA DEFINITION - A boundary designated by wildland fire protection government agencies for interagency, intergovernmental planning, coordination, and operations for the effective use of emergency management resources within their area. There are nine geographic areas. Map: <https://www.nifc.gov/nicc/>

REGION 1 FIRELINE QUALIFICATION VERIFICATION PROCESS

Region 1 Montana, Northern Idaho, North Dakota

Verification Process - The Northern Rockies (NR) has established Memorandums of Understanding (MOUs) with inspection providers for inspection of both equipment and personnel qualifications. The list of inspection providers is available on the Northern Rockies Coordinating Group (NRCG) website at: https://gacc.nifc.gov/nrcc/dispatch/equipment_supplies/agree-contract/training_info.htm

Fireline Qualified EMRs; personnel fireline qualification records verification inspections are required and must be completed annually by a NR MOU Inspection provider. Inspection documentation must be signed by the individual employee, the agreement holder, and the MOU verifier and submitted to the Contracting Officer prior to the first incident order.

REGION 2 FIRELINE QUALIFICATION VERIFICATION PROCESS

Region 2 - Colorado, Wyoming, South Dakota, Nebraska & Kansas

R2 Regional Contract Operations and FAM contacts: Melissa Hunter - 720-471-9457 - melissa.hunter@usda.gov

Verification Process - Contact Regional Fire Contract Operations for qualification submittal and verification process.

REGION 3 FIRELINE QUALIFICATION VERIFICATION PROCESS

Region 3 Arizona and New Mexico

R3 Regional Contract Operations and FAM contact: J.R. Calkins - 575-574-2442 - gilbert.calkins@usda.gov

Verification Process - Vendors can send roster of their personnel to include name, RT-130 date

and provider, Work Capacity Test date, and highest firefighting qualification to J.R. Calkins at gilbert.calkins@usda.gov

REGION 4 FIRELINE QUALIFICATION VERIFICATION PROCESS

Region 4 Nevada, Utah, Western Wyoming and Idaho

Verification Process - Vendors can use the following link to submit training/qualifications records for verification:

https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.surveymonkey.com%2F%2F23medic&data=05%7C01%7C%7C9cdf3b9f91794ed52c4208db24bae969%7Ced5b36e701ee4ebc867ee03cfa0d4697%7C0%7C0%7C638144157414516599%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikk1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=wxGbt5br7zSHNIEnZMAq%2BWrn9ukW0kYB63iQsHeCKzA%3D&reserve_d=0

REGION 5 FIRELINE QUALIFICATION VERIFICATION PROCESS

Region 5 California

Verification Process - Contact Regional Fire Contract Operations for qualification submittal and verification process.

REGION 6 FIRELINE QUALIFICATION VERIFICATION PROCESS

Region 6 Oregon and Washington

All persons working under this agreement requiring wildland fire training shall utilize an approved training provider to meet agreement requirements.

Training can be obtained from Region 6 accepted MOU Training Providers.

<https://www.fs.usda.gov/detail/r6/workingtogether/contracting/?cid=fseprd973507>

If training has been taken from other entities or in other Regions where formal agreements are in place with the US Forest Service for that entity to train vendor owned resources those can be accepted after the certificates have been vetted through the PNWCG Training Committee.

Employees records must be validated in accordance to PMS 310-1. Purpose is to evaluate wildland fire ICS position standards, qualification and currency requirements sufficient to accurately determine wildland fire personnel positions qualification. FFT2 records must be verified by a MOU Provider.

It is your requirement to contact one of the MOU Providers listed at:

<https://www.fs.usda.gov/detailfull/r6/fire-aviation/?cid=fseprd891037&width=full> to make arrangements for any records review and your responsibility to pay the cost for this service. Cost has not been posted; therefore you will need to make contact with provider.

Incident Identification Qualification Cards shall be signed by the MOU Provider before any employee is eligible to accept any wildland fire assignment. All personnel must have a valid incident card when accepting an assignment. Without this validation for employees, it could result in release of equipment/resource at the incident and therefore travel to and from the incident would not be paid. Region 6 Forest Service Contract Operations will not Validate/Approve any employees records.

REGION 8 FIRELINE QUALIFICATION VERIFICATION PROCESS

Region 8 Oklahoma, Texas, Arkansas, Louisiana, Kentucky, Virginia, Tennessee, North Carolina, South Carolina, Georgia, Alabama, Mississippi and Florida

R8 Regional Contract Operations and FAM contact: Terry Eller - 828-779-2081 - Terry.Eller@usda.gov

Verification Process - Contact Regional Fire Contract Operations for qualification submittal and verification process.

REGION 9 FIRELINE QUALIFICATION VERIFICATION PROCESS

Region 9 Minnesota, Iowa, Illinois, Ohio, West Virginia, Pennsylvania, Maryland, Rhode Island, New York, Vermont, Connecticut, Massachusetts, New Hampshire, Maine, and New Jersey

R9 Regional Contract Operations and FAM contact: Terry Walter - 414-207-5259 - terry.walter@usda.gov

Verification Process - Contact Terry Walter at terry.walter@usda.gov for qualification submittal and verification process.

NATIONAL CONTRACT OPERATIONS WO FAM CONTACT INFORMATION:

Ron George - 541-604-6988 - ronald.george@usda.gov

ALL CONTRACT OPERATIONS AND CONTRACTING OFFICER CONTACT INFORMATION

https://www.fs.usda.gov/business/incident/contacts.php?tab=business/incident/vendors.php?view=tab_vendor

WILDLAND FIRE PERSONNEL QUALIFICATION REQUIREMENTS

The following are standard contract provisions pertaining to training and qualifications for wildland and prescribed fire contractors.

MINIMUM QUALIFICATIONS.

By signing this agreement or contract, the CONTRACTOR certifies that all employees hired by CONTRACTOR and employed in firefighting or prescribed fire operations meet the minimum qualification requirements pursuant to the relevant categories and defined by the National Incident Management System: Wildland Fire Qualification System Guide (PMS 310-1)

<http://www.nwccg.gov/>.

The GOVERNMENT reserves the right to reject any contractor or contractors employee(s) that is not in full compliance with the qualification requirements for the position they occupy.

Failure of any contractor or contractors employee(s) to demonstrate an ability to perform tasks listed in the Position Task Book (PTB) or standard tasks of the position they occupy shall be cause for immediate release.

TRAINING REQUIREMENTS.

CONTRACTOR will ensure that all training received by employees meets the course content and instructor standards listed in PMS 901-1, NWCCG Standards for Course Delivery

<https://www.nwccg.gov/publications/pms901>. Instructors used by Contractors for fire training must be recognized through a Geographic Area Coordinating Group Memorandum of Understanding or other formal agency agreement.

CONTRACTOR shall ensure that all employees receive Annual Fireline Safety Refresher Training (RT- 130). This training will include core course components as identified in PMS 901-1, NWCCG Standards for Course Delivery, and shall be a minimum of 4 hours. Information on course content available at <http://www.nifc.gov/wfstar/>. Per PMS 310-1, Annual Fireline Safety Refresher (RT- 130) is not required for the first year as a Firefighter Type 2 (FFT2); however, it is required for subsequent years.

PROOF OF QUALIFICATIONS.

The CONTRACTOR will ensure that all employees possess a valid and current Incident Qualification Card. This card will identify the qualifications for the position the employee is occupying.

Information on the Incident Qualification Card shall include: name of the company with VIPR

agreement, name of the person typewritten or printed, list of position(s) the person is qualified for, the date they passed the work capacity fitness test if required for the position(s), and the date of the individuals annual refresher training.

The Incident Qualification Card must be signed by the Certifying Official (Contractor or MOU Training Provider), which validates the contractor or contractors employee(s) qualifications. The CONTRACTOR must maintain all documentation (training certificates, performance evaluations, proof of work capacity testing, and completed position task books) that supports qualifications.

The GOVERNMENT is not responsible for certifying or maintaining qualification records for contractors or contractors employee(s); however, it is the Governments responsibility to validate the training and qualification records of vendor personnel periodically. The certification card will be in the possession of each employee while assigned. The CONTRACTOR or their representative must also have a copy of this certification while assigned.

RECORD KEEPING.

A. Contractor Responsibilities:

The CONTRACTOR shall maintain a complete set of training and experience records for each employee. Training and experience records for employees separated from the company will be maintained for a minimum of three years from the date of separation.

Training and experience records will, at a minimum, include course certificates, task books, work capacity test records and applicable performance evaluations.

The CONTRACTOR will maintain employee records, including records and certification cards for workers that are hired subsequent to receiving a dispatch order, in such a manner that they can be easily obtained and available for inspection at any time during the Agreement period.

B. Government Responsibilities:

Contracting Officer may review the contractors certification records for all employees prior to agreement award. The Contracting Officer may request employee training and experience records prior to award during spring inspections. The government reserves the right to review records and evaluate contractor employees qualifications at any time during the agreement period.

Additional Terms & Conditions

(a) By accepting a dispatch/order to a non-Federal incident, the vendor is accepting the additional

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

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

- (1) Verifying that the contractor performs the requirements of the contract in accordance with the contract terms, conditions and specifications
- (2) Maintain liaison and direct communications with the contractor during entire fire assignment
- (3) Monitor the contractor's performance, notify the contractor of deficiencies observed during surveillance, and direct appropriate action to effect correction
- (4) Review and sign daily all Shift Tickets (OF-297)
- (5) Fill out, discuss with Contractor, and sign any necessary performance reviews on the provided VIPR Performance Review Form in an effort to document performance that may have been outstanding in nature or requires Contractor improvement. Please note, Performance Reviews are not required to be submitted to the signing Contracting Officer for every fire assignment unless performance clearly needs to be addressed.

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

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

(b) Open Season On-Ramping. If permissible, the USFS will determine whether it would be in the Government's best interest to initiate an open season on-ramping process each year during the annual Contracting Officer's review period. This may be done in response to Fire and Aviation Management program office needs, competition levels, or other factors. When initiated by the Regional program offices, the open season on-ramping process would allow additional contractor awards and an opportunity for current awardees to add new resources to their agreements.

(c) Implementation of on-ramping would be subject to the following conditions:

- (1) An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action.
- (2) An open season solicitation is issued under current Federal procurement law.
- (3) Any Offeror already possessing an agreement will automatically be given an opportunity to submit new resources as part of the CO annual review and roll over modification process. All proposed resources are subject to the original award criteria.
- (4) Any new Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a quote through the VIPR system in response to the solicitation.
- (5) The award decision under the open season solicitation is based upon the same evaluation factors/sub-factors as the original solicitation.

(6) A new Offerors quote must meet all of the Acceptability Pass/Fail Criteria of the original solicitation.

(7) The terms and conditions of any resulting new IBPA awards are identical to the original awards and solicitation, to include period of performance.

(8) Immediately upon on-ramping and at conclusion of the CO annual review/roll over modification period, any additional Contractors or accepted new resources to existing agreements are eligible to receive dispatches/BPA Calls with the same ordering procedures as listed within the agreement.

Additional agreement language added through Amendment 0001 pertaining to double shift of ambulance resources.:

D.21.8.1.4 -- DOUBLE SHIFT: Double Shift equipment is staffed with two operators or crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate..

EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

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

EXHIBIT L

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<https://www.nifc.gov/nicc/>

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EXHIBIT O -- 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/>)

_____ 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/>)

_____ Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.

_____ Company certifies it has a valid FLC certificate of registration. (Attach a copy of current certification.)

Authorization includes:

_____ Transporting workers

_____ Driving

_____ Housing workers

Company has applied for a 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 of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No. _____

Information about licensing requirements and procedures may be obtained from the following:
I, on behalf of said Company, certify to the above responses.

(Signature)

(Date)

(Printed Name)

(Printed Title)



Bonner County Fair Board

4203 N Boyer Rd, Sandpoint ID 83864 (208)-263- 8414

May 7, 2024

Memorandum

To: Commissioners

From:

Re: Appointment to the Bonner County Fair Board; **Resolution**

The Bonner County Fair Board has one member who has resigned from the Fair Board.

An advertisement was placed in the Bonner County Daily Bee, The Gem State Miner, and The Beacon requesting Letters of Interest from persons interested in serving on the Fair Board.

After review of the Letters of Interest submitted, the Board of County Commissioners desires to appoint Quentin Ducken for a four-year term.

A suggested motion would be: **Mr. Chairman after reviewing the information presented before us I move to approve Resolution 2024 - _____ appointing Quentin Ducken to the Bonner County Fair Board to fill a vacated position with a term ending May 6, 2028**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman

RESOLUTION NO. 2024 - _____

Bonner County Fair

Appointment of Ducken Quentin to the Bonner County Fairboard

WHEREAS, the Board of County Commissioners of Bonner County has formed the Bonner County Fairboard; and

WHEREAS, one member has resigned from this board; and

WHEREAS, an advertisement for this Board Member opening was published in the local newspapers; and

WHEREAS, Letters of Interest were received and reviewed; and

WHEREAS, the Board of County Commissioners desires to appoint Quentin Ducken to the Fair Board for a four-year term; and

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of Bonner County, Idaho hereby appoints the following:

Quentin Ducken to the Bonner County Fair Board for a four-year term beginning on May 7, 2024, and ending on May 6, 2028.

The foregoing was duly enacted as a Resolution of the Board of County Commissioners of Bonner County, Idaho, on the 7th day of May, 2024.

BOARD OF BONNER COUNTY COMMISSIONERS

Luke Omodt, Chairman

Steve Bradshaw, Commissioner

Asia Williams, Commissioner

ATTEST: Michael W. Rosedale

By _____
Deputy Clerk



Alisa Schoeffel <aliss.schoeffel@bonnercountyid.gov>

Agenda Item For May 07, 2024

1 message

Asia Williams <asia.williams@bonnercountyid.gov>

Tue, Apr 30, 2024 at 9:41 AM

To: Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>, Alisa Schoeffel <aliss.schoeffel@bonnercountyid.gov>

Action/Discussion/Decision- Presence of former staff member previously identified as a sergeant at arms.

Action/Discussion/Decision- County Clerks charged with clerking the Tuesdays meeting be present in the meeting room vs online

Asia Williams SSBB, LPN, MBA
Bonner County Commissioner District 2
Office: (208) 265- 1438
Cell (208) 946-3738
Fax: (208) 265-1460
asia.williams@bonnercountyid.gov

DRAFT