

SOLICITATION OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 88 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER AG-024B-S-09-9001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05/21/2009	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, ID 83705-5354		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

SOLICITATION

9. Sealed offers in original and (see Section L.4) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in FOREST SERVICE CONTRACTING OFFICE until 4:00 PM local time 06/22/2009
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME FREDRICK K. GEIJSBEEK	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS fgeijsbeek@fs.fed.us
		AREA CODE (208)	NUMBER 387-5682	EXT.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
NINE DIGIT DUNs NUMBER:				
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE ATTN: INCIDENT BUSINESS - CONTRACTS ALBUQUERQUE SERVICE CENTER 101B SUN AVENUE NE ALBUQUERQUE, NM 87109		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**SECTION B
 SCHEDULE OF ITEMS**

**PART I - THE SCHEDULE
 SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS**

**SCHEDULE OF ITEMS
 INCIDENT MANAGEMENT TEAM
 SUPPORT UNITS/MODULES**

(See Section C.2 for CLIN Identification and Incident Management Team, Base Module/Unit Configuration)

B.1 FINANCE /PLANNING SECTIONS: *Modules and Unit Leaders*

CLIN	Description	Unit	Base Yr Price	Option Yr 1 Price	Option Yr 2 Price	Option Yr 3 Price
1	Equipment and Time Unit Module	Daily Rate	\$	\$	\$	\$
2	Resources Unit Module	Daily Rate	\$	\$	\$	\$
3	Demobilization Unit Leader	Daily Rate	\$	\$	\$	\$
4	Fire Behavior Analyst (with PC)	Daily Rate	\$	\$	\$	\$
5	Situation Unit Leader	Daily Rate	\$	\$	\$	\$
6	Documentation Unit Leader	Daily Rate	\$	\$	\$	\$
		SUBTOTAL:	\$	\$	\$	\$

ALL OR NONE - CONTRACTOR MUST OFFER/PRICE ALL ITEMS TO BE CONSIDERED FOR AWARD.

Note: Single resources may be ordered to supplement Contract Modules below the Unit Leader level. All positions shall be PMS 310-1 qualified. Use of trainees may be approved in advanced by the Contracting Officer. The use of Contractor Trainees shall be at Contractors expense.

**SECTION B
 SCHEDULE OF ITEMS**

B.2 LOGISTICS SECTION: Modules

CLIN	Description	Unit	Base Yr Price	Option Yr 1 Price	Option Yr 2 Price	Option Yr 3 Price
7	Ground Support Unit Module	Daily Rate	\$	\$	\$	\$
8	Supply Unit Module	Daily Rate	\$	\$	\$	\$
9	Facilities Unit Module	Daily Rate	\$	\$	\$	\$
10	Communications Unit Module	Daily Rate	\$	\$	\$	\$
11	Medical Unit Module	Daily Rate	\$	\$	\$	\$
12	Food Unit Module	Daily Rate	\$	\$	\$	\$
		SUBTOTAL:	\$	\$	\$	\$

ALL OR NONE - CONTRACTOR MUST OFFER/PRICE ALL ITEMS TO BE CONSIDERED FOR AWARD.

Note: Single resources may be ordered to supplement Contract Modules below the Unit Leader level. All positions shall be PMS 310-1 qualified. Use of trainees may be approved in advanced by the Contracting Officer. The use of Contractor Trainees shall be at Contractors expense.

**SECTION B
 SCHEDULE OF ITEMS**

B.3 SINGLE RESOURCE FINANCE/PLANNING SECTIONS: *Single Resources under Unit Leader level.*

CLIN	Description	Unit	Base Yr Price	Option Yr 1 Price	Option Yr 2 Price	Option Yr 3 Price
13	Personnel Time Recorder	Daily Rate	\$	\$	\$	\$
14	Equipment Time Recorder	Daily Rate	\$	\$	\$	\$
15	Status Check-in Recorder	Daily Rate	\$	\$	\$	\$
16	Demobilization Unit	Daily Rate	\$	\$	\$	\$
16	Situation Unit	Daily Rate	\$	\$	\$	\$
18	Documentation Unit	Daily Rate	\$	\$	\$	\$
		SUBTOTAL:	\$	\$	\$	\$

ALL OR NONE - CONTRACTOR MUST OFFER/PRICE ALL ITEMS TO BE CONSIDERED FOR AWARD.

Note: Single resources may be ordered to supplement Contract Modules below the Unit Leader level. All positions shall be PMS 310-1 qualified. Use of trainees may be approved in advanced by the Contracting Officer. The use of Contractor Trainees shall be at Contractors expense.

**SECTION B
 SCHEDULE OF ITEMS**

B.4 SINGLE RESOURCE LOGISTICS SECTION: *Single Resources under Unit Leader Level (Continued).*

CLIN	Description	Unit	Base Yr Price	Option Yr 1 Price	Option Yr 2 Price	Option Yr 3 Price
19	Equipment Managers	Daily Rate	\$	\$	\$	\$
20	Ordering Manager	Daily Rate	\$	\$	\$	\$
21	Receiving/Distribution Manager	Daily Rate	\$	\$	\$	\$
22	Base Camp Manager	Daily Rate	\$	\$	\$	\$
23	Radio Operators	Daily Rate	\$	\$	\$	\$
24	Communications Technician	Daily Rate	\$	\$	\$	\$
25	Incident Communications Manager	Daily Rate	\$	\$	\$	\$
26	Emergency Medical Technician	Daily Rate	\$	\$	\$	\$
		SUBTOTAL:	\$	\$	\$	\$

ALL OR NONE - CONTRACTOR MUST OFFER/PRICE ALL ITEMS TO BE CONSIDERED FOR AWARD.

Note: Single resources may be ordered to supplement Contract Modules below the Unit Leader level. All positions shall be PMS 310-1 qualified. Use of trainees may be approved in advanced by the Contracting Officer. The use of Contractor Trainees shall be at Contractors expense.

**SECTION B
 SCHEDULE OF ITEMS**

B.5 SUMMARY TOTALS (Sections B.1 thru B.4)

CLIN Sections	Description	Unit	Base Yr Price	Option Yr 1 Price	Option Yr 2 Price	Option Yr 3 Price
B.1	Finance/Planning Sections	Subtotal	\$	\$	\$	\$
B.2	Logistics Section	Subtotal	\$	\$	\$	\$
B.3	“Single Resource” Finance/Planning Sections	Subtotal	\$	\$	\$	\$
B.4	“Single Resource” Logistics	Subtotal	\$	\$	\$	\$
	SUMMARY	TOTAL	\$	\$	\$	\$

ALL OR NONE-CONTRACTOR MUST OFFER/PRICE ALL ITEMS TO BE CONSIDERED FOR AWARD.

Note: Single resources may be ordered to supplement Contract Modules below the Unit Leader level. All positions shall be PMS 310-1 qualified. Use of trainees may be approved in advanced by the Contracting Officer. The use of Contractor Trainees shall be at Contractors expense.

**SECTION B
SCHEDULE OF ITEMS**

B.6 ALL OR NONE - CONTRACTOR MUST OFFER/PRICE ALL ITEMS TO BE CONSIDERED FOR AWARD

Note: Single resources may be ordered to supplement Contract Modules below Unit Leader level.

All positions shall be PMS 310-1 qualified. Use of trainees may be approved in advanced by the Contracting Officer. The use of Contractor Trainees shall be at Contractors expense.

The intent of this solicitation is to obtain the services of Incident Management Team Support Unit(s) as defined in this solicitation for nationwide fire suppression and all-hazard incidents. The overall mission of these services is to provide modules for a Time Unit, Resources Unit, Demobilization Unit, Documentation Unit, Situation Unit, Ground Support Unit, Supplies Unit, Facilities Unit, Communications Unit, Medical Unit, Food Unit, and a Fire Behavior Analyst. Unit modules and Single Resources shall be self contained and shall not at any time supervise agency personnel.

The Indefinite Delivery-Indefinite Quantity (IDIQ) contracts resulting from this Solicitation may be used by multiple State and Federal agencies.

B.7 PRICING AND ESTIMATED QUANTITY

The multiple contracts that are intended as a result of this solicitation will be of an Indefinite Delivery Indefinite Quantity type, with fixed-price daily rates. Many variables determine the severity and length of fire seasons, including weather and local or regional long-term climate trends such as drought or unusually wet periods. These variables cannot be quantified over the long term for the purposes of cost estimation. The total estimated quantities per year could perhaps be more accurately represented as a range of assignment days. In relation to the average given below, extremes on both the high and low side are possible in any given year.

The Government's estimate is based on the average total assignments per season per support unit. The historical seasonal average assignment per Incident Management Team for suppression and all-hazard assignments, based on the 2005, 2006, and 2007 seasons is 40 assignment days (given an average 14-16 hour work day).

This contract requires the Government to order and the Contractor to furnish at least the stated minimum quantities of services below. In addition, if ordered, the Contractor must furnish any additional quantities, not to exceed the stated maximum. The minimum quantity to be ordered during each contract period is \$10,000 per contract which can include any support unit modules and/ or single resource orders (CLINS). Excessive unapproved unavailability by a Contractor during a mandatory availability period for any contract period may be considered as a failure to perform in accordance with FAR 52-249-8 Default (Fixed-Price Supply and Service)(APR 1984).

The Government is required to order the minimum quantity of services for each contract period. Determination of quantities ordered by the Government and delivered by the Contractor for each contract shall be based on the cumulative orders for the duration of each contract period. The maximum quantity of services ordered under this contract to include the base period and all option periods shall not exceed \$4 million per contract.

**SECTION B
SCHEDULE OF ITEMS**

The resultant Indefinite Delivery Indefinite Quantity type contract(s) from this solicitation shall begin with the base period, the period that commences upon the effective date of award and ends on December 31, 2009. At the option of the Government, the contract may be extended for three, one-year periods based on calendar years. The total contract time including all options that may be exercised shall not exceed the base period plus three calendar years.

The Offeror MUST COMPLETE and submit the 100% completed price columns on Sections B-1 thru B-4 of the Schedule for the Base Period and all Option Periods for each (all) of the Contract Line Item Numbers (CLINS), and B-5 Summary.

For proposal purposes only; all proposed schedule items (CLINS) will be based on a forty (40) day assignment for an average 14 – 16 hour work day.

The Offeror's proposal submittal must include both a Technical Proposal and Business/Price proposal (Section B.1--5 Schedule of Items-CLINS). See Clause Section M Evaluation Items for those specific items to be included and how they will be evaluated for award.

The Government reserves the right to award all, some, or none of the Contract Line Items for each Indefinite Delivery-Indefinite Quantity type contract.

The Offeror's proposed fixed daily rates shall include, but are not limited to, labor, equipment, materials, State and Federal taxes (including worker's compensation costs), transportation, insurance coverage, overhead, and profit, and any costs/fees necessary to ensure service providers meet the specified requirements.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SECTION C -- DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SCOPE OF CONTRACT

This contract requires the following related work in compliance with its terms, specifications, and provisions. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals.

TECHNICAL SPECIFICATIONS

C.1 GENERAL REQUIREMENTS

The intent of this solicitation and any resultant contract is to assist wildland fire agencies in the management of wildland fires and other natural disasters by providing qualified unit leaders and support personnel as requested. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary (other than what's provided by the Government) to meet or exceed the contract specifications. The resources may be used in fire suppression and all-hazard incidents. The Incident Commander or Government Representative is the designated Contracting Officer's technical Representative (COTR) authorized to administer the technical aspects of this contract.

All positions shall possess a current/valid Wildland fire incident qualification card or similar document issued by the certifying entity. Training or other qualification records will be maintained by the Contractor and shall be made available to the Government upon request. If approved by the Government, Trainees may accompany contract resources; however, costs of Trainees will be at the Contractor's expense.

Resources furnished under this contract may be subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this contract, 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.

In all situations this work may occur in an office setting and/or in remote locations and may require 14-16 hour daily shifts and 24 hour staffing 7 days/week. Shade may or may not be available through the work shift, and sleeping will be outdoors or in covered, but open shelters with a reasonable amount of privacy, but not private rooms. Personnel will be expected to provide their own accommodations (e.g. tent) and supplies to meet their personal needs (e.g. personal hygiene items, medications, etc.). All individuals will be required to comply with the standards found in the current Incident Business Management Handbook <http://www.nwcg.gov/pms/pubs/pubs.htm> Work/Rest guidelines will be strictly monitored for adherence.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.2 REQUIREMENTS

(a) General - If ordered, the primary purpose for support would be to fill incident support positions or unit modules, below the Section Chief level, as follows:

(1) Operate an Equipment and Personnel Time Unit in the Finance Section -

Assist with the recording of personnel and/or equipment time. Traditionally the equipment time recorder reports to the Procurement Unit Leader (PUL) (which will not be contracted for) however, in such situations where there is not a PUL on the team, the Equipment Time recorder may be assigned to the Time Unit. Daily work will entail but not be limited to:

- Recording agency and casual employee time; record equipment time for vendors; provide reports and information as requested.

(2) Operate Units in the Planning Section - Develop an incident action plan, or assist with the development of a plan, through facilitation and documentation of planning actions to meet the incident or mission objectives.

- Manage, organize, and implement the Incident Command Systems (ICS) planning processes for a response entity (federal, state, or local) to plan operations and or response to an incident.
- Assist a response entity (federal, state, or local) in the planning process using ICS planning process.

(3) Operate Units in the Logistics Section - Assist with logistical implementation in support of incident operations. Extensive walking on a variety of surfaces from pavement to outdoor hiking should be expected during a routine work shift. Daily work will entail, but not be limited to:

- Manage, organize, and implement ICS based logistical support for a response entity (federal, state, or local) to support an incident operation. May include a truck or trailer staging area, a warehouse operation, a receiving and distribution center, a camp in support of incident response workers where feeding, sleeping, and sanitation facilities are provided.
- Assist a response entity (federal, state, or local) in implementing logistical support using ICS process.

(b) Single Resource, Unit or Module Support Positions:

Single Resources or entire Unit or Module support to Incident Management Teams (IMT). These positions shall meet the NWCG, 310-1 qualifications and position descriptions for the ordered positions. Single resources (Section B.1.3 [CLINS 13-18] and B.1.4 [CLINS 19-26] in the Schedule of Items) will be ordered under this contract when additional staff is required in the contracted unit at the request of the Government. At no time will contracted resources be allowed to supervise Government employees. If additional staffing is required in a unit it may be

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

ordered by the Government under B.1.3 or B.1.4 of the Schedule of Items, it will be the responsibility of the Contractor to provide the employees. Single resources will be ordered only to support a contracted unit; they will not be ordered to be placed in a unit otherwise staffed by agency or cooperator personnel. This work could be in urban, suburban or remote environments and will likely require 24/7 hours/days to fulfill assignments. Extensive walking on a variety of surfaces from pavement to outdoor hiking should be expected during a routine work shift. In remote locations, individuals may have to be self sufficient. Examples of positions that are highly likely to be ordered will be incident specific and related to the ICS knowledge of the agency with the lead for management of the incident. Positions could include, but would not be limited to:

(1) Finance Section positions:

- Time Unit Leader
- Personnel Time Recorder
- Equipment Time Recorder

(2) Planning Section positions:

- Resource Unit Leader
- Status Check-In Recorder
- Situation Unit Leader
- Demobilization Unit Leader
- Documentation Unit Leader

(3) Logistic Section positions:

- Facilities Unit Leader
- Ground Support Unit Leader
- Supply Unit Leader
- Food Unit Leader
- Communications Unit Leader
- Base Camp Manager
- Equipment Manager
- Receiving & Distribution Manager
- Ordering Manager

(c) Baseline Finance Organizational Needs (Section B1)

This baseline organization is provided to the Contractor as the organization size on which to calculate their bid price. Additional employees can be ordered by the Government as a Single Resource under B3 and B4 of the Schedule of Items and added to the Unit based on size and complexity of the incident. Additions will be added at the single resource bid rate.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(1) The Finance Section Chief: Provided by the Government: The Finance Section Chief is responsible for supervising the Finance/Administration Section. Reports to the Incident Commander and is a member of the General Staff. This position may have one or more deputies assigned.

C.3 CONTRACT LINE ITEM NUMBERS (CLINs)

(a) Equipment and Time Unit Module (CLIN 1): Functional unit within the Finance/Administration Section responsible for recording personnel time and equipment time.

- 1 Time Unit Leader
- 1 Personnel Time Recorder
- 1 Equipment Time Recorder

Specific Finance Units that could be ordered from the Contractor

Equipment and Time Unit: The Equipment and Time Unit will have a qualified Time Unit Leader (TIME) who will be responsible for supervising and directing the personnel and equipment and time unit. The Unit will also have a minimum of one Personnel Time Recorder (PRTC) and one Equipment Time Recorder (EQTR). All positions shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in the appropriate PMS 311-**, (Position Task Book). On small incidents or during times of mobilization or demobilization, these may be the only positions ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit. NOTE: The equipment time recorder is traditionally assigned to the Procurement Unit Leader (PUL) in situations where there is no PUL on the team, the Equipment Time Recorder may report to the TIME.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Obtain and follow local administrative operating guidelines.
- Ensure current agency policies and procedures are known and followed.
- Ensure unit is staffed according to number of resources being managed on the incident (size and complexity).
- I-Suite or current incident business automation application will be utilized for the recording of all personnel and equipment time.
- Establish Commissary management if applicable.
- Interact and coordinate with other Finance Unit Leaders such as Cost, Procurement and Comp/Claims.
- Interact and Coordinate with other section personnel to ensure submission of time

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documents and adherence to established policies.

- Interact with incident agency on payment procedures, casual hiring guidelines.
- Personnel time will be posted in accordance with Interagency Incident Business Management Handbook (IIBMH) and incident agency policy.
- Review and advise incident management on personnel time issues of concern such as excessive hours, missing crew time reports, hazard/environmental pay, inadequate food/lodging, duplicate time etc.
- Equipment time will be posted in accordance with IIBMH, incident agency policy and terms and conditions of equipment contract instrument. Review and advise incident management on equipment time issues of concern such as excessive hours, missing equipment use shift tickets, idle equipment, deductions, claims etc.
- Participate in finance section planning activities as appropriate
- Identify and release surplus supply personnel as appropriate
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Finance Section Chief in written form
- During any transition of teams, provide necessary documentation for all equipment and supplies that have been signed out to replacement

(b) Baseline Planning Organizational Needs Section B1 (CLINS 2 thru 6)

This baseline organization is provided to the Contractor as the organization size on which to calculate their bid price. Additional employees can be ordered by the Government as a Single Resource under B3 and B4 of the Schedule of Items and added to the Unit based on size and complexity of the incident. Additions will be added at the single resource bid rate.

Planning Section Chief: Provided by the Government: A member of the General Staff and is responsible for the collection, evaluation, dissemination and use of information about the development of the incident and the status of resources.

Specific Planning Units that could be ordered from the Contractor

(1) Resources Unit Module (CLIN 2): This unit is responsible for maintaining the status of all assigned resources (primary and support) at an incident.

- 1 Resource Unit Leader
- 2 Status Check-in Recorders

Resources Unit: The Resources Unit will have a qualified Resource Unit Leader (RESL) who will be responsible for supervising and directing the resources unit. The Unit will have a minimum of two Status Check-In Recorders (SCKN). All positions shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in the appropriate PMS 311-**, (Position Task

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Book). On small incidents or during times of mobilization or demobilization, these may be the only positions ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit. Duties may also include those of the Documentation or Demobilization Unit Leaders.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Ensure unit is staffed according to number of resources being managed on the incident (size and complexity)
- Establish check-in at incident base camp, and other locations as appropriate
- I-Suite or current incident business automation application will be utilized for development of the Incident Action Plan (IAP) and Check-in
- Interact and coordinate with other Plans Unit Leaders such as Situation, Demobilization and Documentation
- Interact and Coordinate with other section personnel to ensure resources are accounted for, to provide resource information to Logistics and Finance as needed, and to obtain resources assignments from Operations
- Maintain resource status and resource availability information; provide status information to Situation Unit Leader daily for completion of Incident Status Summary (ICS-209); responds to requests for resource status information
- Track restrictions/work requirements for each operational period to maximize safe and efficient assignments during the incident
- Participate in planning meeting by providing resource status information, preparing ICS-215 information and recording operational and logistics information and decisions
- Work with Operations Section Chief and Safety Officer to complete an incident safety analysis for each operational period (ICS-215a)
- Prepare/maintain Organization Assignment List (ICS 203) and Organization Chart (ICS 207) for each operational period
- Prepare Division Assignment(s) (ICS-204) for each operational period
- Ensure Incident Action Plan is completed for each operational period
- Prepare resource orders as directed to reconcile resource deficiencies and needs
- Participate in implementation of Demobilization Plan
- Identify and release surplus resource unit personnel as appropriate
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Planning Section Chief in written form
- During any transition of teams, provide necessary documentation for all equipment and supplies that have been signed out to replacement

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(2) Demobilization Unit Module (CLIN 3): The Demobilization Unit is responsible for developing the Incident Demobilization Plan. On large incidents, demobilization can be quite complex, requiring a separate planning activity. Note that not all agencies require specific demobilization instructions.

- 1 Demobilization Unit Leader

Demobilization Unit: The Demobilization Unit will have a qualified Demobilization Unit Leader (DMOB) who will be responsible for supervising and directing the demobilization unit. The Demobilization Unit Leader shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in PMS 311-38, (PTB for DMOB). On small incidents or during times of mobilization or demobilization, this may be the only position ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit. These duties also may be accomplished by the Resource Unit at the discretion of the Planning Section Chief.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Ensure unit is staffed according to number of resources being managed on the incident (size and complexity)
- Gather resource information needed to write the Demobilization Plan
- Obtain objectives, priorities, schedules and constraints for demobilization plan from Section Chiefs and other Unit Leaders
- Prepare and distribute Demobilization Plan ensuring review and approvals are obtained
- I-Suite or the current Incident Based Automation application will be used to manage the demobilization process
- Process emergency releases. Implement and monitor demobilization process – maintain contact with those responsible for implementing plan; ensure released resources meet standards established in the plan; work with those processing travel or reassignments
- Maintain close coordination with agency dispatch
- Identify and release surplus Demobilization personnel as appropriate
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Planning Section Chief in written form
- During any transitions of teams, provide necessary documentation for all equipment and supplies that have been signed out to replacement

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(3) Fire Behavior Unit Module (CLIN 4): The Fire behavior Unit is responsible to the planning section chief for establishing a weather data collection system and for developing fire behavior predictions based on fire history, fuel, weather, and topography.

- 1 Fire Behavior Analyst with Personal Computer

Fire Behavior Analyst: The Fire Behavior Unit will have a qualified Fire Behavior Analyst (FBAN) who will be responsible for supervising and directing the unit. The FBAN is required to provide a PC with the appropriate software needed to perform fire behavior analysis. The Fire Behavior Analyst shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in PMS 311-38, (PTB for FBAN). On some incidents or during times of mobilization or demobilization, this may be the only position ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit. This position may be assigned to the Situation Unit Leader at the discretion of the Planning Section Chief.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Ensure unit is staffed according to complexity of the incident
- Obtain incident maps from local unit or Situation Unit Leader
- Obtain short and long range weather forecasts for strategy and/or alternative control consideration
- Develop a network of information services available such as local unit, Fire weather meteorologists, Field Observers and other experts with pertinent information
- Prepare fire behavior predictions by analyzing existing and current information Include expected fire location, expected flame length, rates of spread, spotting potential and distance and probability of extreme fire behavior
- Interpret fire behavior predictions and provide pertinent information to facilitate incident planning. Using predictive information interacts with planning and operations sections to estimate probabilities of success of proposed strategy and tactics and to identify the effects of fire behavior on incident objectives and firefighter safety
- Prepare written fire behavior and fire weather forecast within required timeframes; present at operational period briefings
- Monitor weather and fire behavior, immediately notifying operations, planning and logistics of adjustments in fire behavior or weather that may affect fire fighting safety or tactics
- Organize all materials assembled during incident and deliver to Documentation Unit
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the

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Planning Section Chief in written form

- During any transition of teams, provide necessary documentation for all equipment and supplies that have been signed out to replacement

(4) Situation Unit Module (CLIN 5): The Situation Unit is responsible for collection, processing and organizing of all incident information takes place within the Situation Unit. The Situation Unit may prepare future projections of incident growth, maps and intelligence information.

- Situation Unit Leader

Situation Unit: The Situation Unit will have a qualified Situation Unit Leader (SITL) who will be responsible for supervising and directing the situation unit. The Situation Unit Leader shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in PMS 311-38, (PTB for SITL). On small incidents or during times of mobilization or demobilization, this may be the only position ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit. At the discretion of the Planning Section Chief, the contracted Fire Behavior Analyst may be assigned to the Situation unit Leader.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Ensure unit is staffed according to size and complexity
- Obtain paper and / or digital maps from local unit
- Prepare, update and distribute incident maps and data through collection and analysis of incident information
- Prepare and distribute Incident Action Plan map, Situation Unit map, Operational briefing map, transportation map, facilities map, progression map and others as requested
- Manage infrared technological services
- Complete and submit Incident Status Summary (ICS-209) according to agency policy.
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Finance Section Chief in written form
- During any transition of teams, provide necessary documentation for all equipment and supplies that have been signed out to replacement

(5) Documentation Unit Module (CLIN 6): The Documentation Unit is responsible for the maintenance of accurate, up to date incident files. Duplication services will also be provided by the Documentation Unit. Incident files will be stored for legal, analytical, and historical purposes.

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- Documentation Unit Leader

Documentation Unit: The Documentation Unit will have a qualified Documentation Unit Leader (DOCL) who will be responsible for supervising and directing the documentation unit. The Documentation Unit Leader shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in PMS 311-38, (PTB for DOCL). On many incidents or during times of mobilization or demobilization, this may be the only person ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit. These duties also may be assigned to the Resource Unit at the discretion of the Planning Section Chief.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Ensure unit is staffed according to number of resources being managed on the incident (size and complexity)
- Assist other Units in the Planning Section as necessary
- Establish and organize incident files
- Provide duplication and collation services
- Duplicate Incident Action Plan within required timeframes for each operational period
- Prepare final documentation package
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Planning Section Chief in written form
- During any transition of teams, provide necessary documentation for all equipment and supplies that have been signed out to replacement

(c) Baseline Logistics Organizational Needs (Section B2 CLINS 7 thru 12)

This baseline organization is provided to the Contractor as the organization size on which to calculate bid price on. Additional employees can be ordered by the Government as a Single Resource under B3 and B4 of the Schedule of Items and added to the Unit based on size and complexity of the incident. Additions will be added at the single resource bid rate.

Logistics Section Chief: Provided by the Government: Covered under the Logistics Section Chief Area will be: Service Branch Director and Support Branch Director. These positions are designed to expand the organization when necessary or when span of control is too great.

Specific Logistics Units that could be ordered from the Contractor

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(1) Ground Support Unit Module (CLIN 7): The Ground Support unit is responsible for (1) transportation of personnel, supplies, food and equipment; (2) fueling, service, maintenance, and repair of vehicles and other ground support equipment; (3) support of out-or service resources; and (4) developing and implementing Incident Transportation Plan.

- 1 Ground Support Unit Leader
- 2 Equipment Managers

Ground Support Unit: The Ground Support Unit will have a qualified Ground Support Unit Leader (GSUL) who will be responsible for supervising contract employees and directing the ground support unit. A minimum of two Equipment Managers (EQPM) will also be part of the Unit. All positions shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in the appropriate PMS 311-**, (Position Task Books). On small incidents or during times of mobilization or demobilization, these may be the only positions ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Determine ground support needs to implement the Incident Action Plan and coordinate with buying team or agency administrative personnel to obtain necessary vehicles
- Determine requirements for ground support and place an initial order
- Evaluate needs and order supplies and personnel to keep the unit operating
- Organize and supervise the unit
- Coordinate the location of the ground support unit with facilities unit and layout the area
- Arrange for ground transportation of resources and supplies
- Manage hazardous materials in coordination with other units
- Supply fuel, service, maintenance and repair of vehicles and other equipment
- Ensure driver's requirements are met
- Provide clear and concise direction to operators and Contractors as necessary
- Ensure that pre and post-inspections are completed as necessary
- Develop and implement incident traffic plan after coordinating with facilities and planning
- Collect and record information on rental, contract and agency equipment; assign

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appropriate numbers to all equipment

- Participate in logistics section planning activities as appropriate
- Identify and release surplus ground support personnel as appropriate
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Logistics Section Chief in written form
- During any transition of teams, provide necessary documentation for all equipment and supplies that have been signed out to replacement
- Track cost saving efforts and provide documentation to the Finance Section Chief

(2) Supply Unit Module (CLIN 8): The Supply Unit is primarily responsible for ordering personnel, equipment and supplies; receiving, and storing all supplies for the incident; maintaining an inventory of supplies and servicing non-expendable supplies and equipment.

- 1 Supply Unit Leader
- 1 Ordering Manager
- 1 Receiving/Distribution Manager

Supply Unit: The Supply Unit will have a qualified Supply Unit Leader (SPUL) who will be responsible for supervising and directing a supply unit. In addition, the Unit will have a minimum of one Receiving and Distribution Manager (RCDM); and one Ordering Manager (ORDM). The positions shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in the appropriate PMS 311-** (Position Task Book). On small incidents and during times of mobilization or demobilization, these 3 positions may be the only positions ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships, especially expanded dispatch, buying teams and cache personnel
- Provide for the safety and welfare of assigned personnel
- Determine support needs to implement the Incident Action Plan
- Determine supply requirements and place an initial order, obtain approval of the Logistics Section Chief before ordering unique or questionable items
- Evaluate needs and order supplies and personnel to keep the unit operating
- Organize and supervise the unit
- Coordinate the location of the supply unit with facilities unit and layout the area
- Have a working knowledge of the ROSS database outputs

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- Process all orders for resources and supplies
- Receive, store and/or distribute supplies and equipment
- Maintain an inventory and accountability record of supplies and equipment, using agency specific forms and/or I-Suite database as requested
- Develop and implement safety and security requirements to safeguard from loss or theft
- Identify and release surplus equipment to the cache system for refurbishment and reissue as soon as practical
- Release and demobilize supply personnel as appropriate
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Logistics Section Chief in written form
- During any transition of teams, provide necessary documentation for all equipment and supplies that have been signed out to replacement
- Track cost saving efforts and provide documentation to the Finance Section Chief

(3) Facilities Unit Module (CLIN 9): The Facilities Unit is responsible for the layout and operation of incident facilities (Base, Camp(s), and Incident Command Post). The unit manages base and camp(s) operations. Each base/camp may be assigned a manager.

- 1 Facilities Unit Leader
- 1 Base Camp Manager

Facilities Unit: The Facilities Unit will have a qualified Facilities Unit Leader (FACL) who will be responsible for supervising and directing a facilities unit. The Unit will also, at a minimum, have one Base Camp Manager (BCMG) All positions shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in the appropriate PMS 311-** (Position Task Book). On small incidents or during times of mobilization or demobilization these may be the only positions ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Determine facility needs to implement the Incident Action Plan, work with the Finance Section Chief, Procurement Unit Leader or Buying Team to obtain necessary facilities or services
- Determine requirements for the facilities unit and place an initial order
- Evaluate needs and order supplies and personnel to keep the unit operating

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- Organize and supervise the unit
- Inspects the National Shower Contract, manage Laundry contract; keep shift tickets on other facilities items such as portable toilets, generators etc.
- Coordinate layout of incident facilities
- Provide services to the facilities consisting of sanitation, garbage, gray water, toilets, hand washing facilities, showers, maintenance lighting work areas, shelter and electrical. Ensure that maintenance/service is performed daily
- Complete time/payment records for all service and equipment assigned
- Participate in logistics section planning activities as appropriate
- Serve as the inspector for the administration of the national shower contract
- Perform the function of the Food Unit Leader on small incidents or when one is not assigned
- Identify and release surplus facilities unit personnel as appropriate
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Logistics Section Chief in written form
- During any transition of teams, provide necessary documentation for all equipment and supplies that have been signed out to replacement
- Track cost saving efforts and provide documentation to the Finance Section Chief

(4) Communications Unit Module (CLIN 10): The Communication Unit is responsible for developing plans for the effective use of incident communications equipment, and facilities; installing and testing of communications equipment; supervision of the Incident Communications Center; distribution of communications equipment to incident personnel; and the maintenance and repair of communications equipment.

- 1 Communication Unit Leader
- 2 Radio Operators
- 1 Communication Technician
- 1 Incident Communications Manager

Communications Unit: The Communications Unit will have a qualified Communications Unit Leader (COML) who will be responsible for supervising and directing a Communications Unit. The unit shall also have at a minimum, two Radio Operators (RADO), one Communications Technician (COMT), one Incident Communications Manager (INCM). All positions shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in the appropriate PMS 311-** (Position Task Book). On small incidents or during times of mobilization or demobilization, these may be the only positions ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit.

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Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Determine support needs to implement the Incident Action Plan
- Determine communications requirements and place an initial order
- Evaluate needs and order supplies and personnel to keep the unit operating
- Organize and supervise the unit
- Participate in incident planning meetings as requested as a technical expert for communications needs
- Design communications systems to meet incident operational needs
- Install communications equipment
- Assign communications equipment and track as distributed
- Establish an appropriate Incident Communications Center (ICC)
- Manage the operations of the ICC
- Coordinate frequencies as required
- Perform operational tests of communications systems as appropriate
- Coordinate with other unit leaders and operations personnel as necessary
- Identify and release surplus communications personnel as appropriate
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Logistics Section Chief in written form
- Provide necessary documentation for all equipment and supplies that have been signed out to replacement
- Return surplus communication equipment to NIFC in accordance with agency policy
- Track cost saving efforts and provide documentation to the Finance Section Chief

(5) Medical Unit Module (CLIN 11): The Medical Unit is responsible for the development of the Medical Emergency Plan, obtaining medical aid and transportation for injured or ill incident personnel, and preparation of reports and records.

- 1 Medical Unit Leader
- 2 Emergency Medical Technicians (EMTs)

Medical Unit: The Medical Unit will have a qualified Medical Unit Leader (MEDL) who will be responsible for supervising and directing the medical unit. There shall also be a minimum of two, Emergency Medical Technicians (EMT) in the unit. The Medical Unit

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leader shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in PMS 311-39, (PTB for MEDL). The EMTs shall have current EMT certification. On small incidents or during times of mobilization or demobilization, these may be the only positions ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit.

Government Furnished Property (GFP), including unused medical supplies will remain the property of the Government at the end of the incident.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Determine medical unit needs to implement the Incident Action Plan and coordinate with buying team or agency administrative personnel to obtain necessary supplies
- Determine requirements for the medical unit and place an initial order
- Evaluate needs and order supplies and personnel to keep the unit operating
- Organize and supervise the unit
- Coordinate the location of the unit with facilities unit and layout the area
- Prepare and update ICS 206 Medical Plan as requested
- Establish and maintain effective medical unit procedures
- Respond in an appropriate and timely manner to aid requests at the medical unit or any location associated with the incident
- Evaluate medical unit's ability to perform patient assessment and care, correct any deficiencies as soon as possible. Complete the appropriate forms legibly
- Coordinate with Safety Officer and Compensation/Claims Unit leader as necessary
- Participate in logistics section planning activities as appropriate
- Identify and release surplus medical personnel as appropriate
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Logistics Section Chief in written form
- During any transition of teams, provide necessary documentation to replacement personnel.
- Track cost saving efforts and provide documentation to the Finance Section Chief
- Dispose of excess supplies from the medical unit as per agency specific instructions

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(6) Food Unit Module (CLIN 12): The Food Unit is responsible for determining feeding requirements at all incident facilities. Menu planning; determining cooking facilities required; food preparation; serving; providing potable water, and general maintenance of the food service areas are responsibilities of this unit.

- 1 Food Unit Leader

Food Unit: The Food Unit will have a qualified Food Unit Leader (FDUL) who will be responsible for supervising and directing the food unit. The Food Unit leader shall have met the training and experience requirements in the Wildland and Prescribed Fire Qualifications Guide 310-1, and the performance tasks in PMS 311-34, (PTB for FDUL). On small incidents or during times of mobilization or demobilization, this may be the only position ordered and assigned to this unit, and shall be responsible for performing all the functions in the unit.

Some specific representative tasks are as follows:

- Establish and maintain positive interpersonal and interagency working relationships
- Provide for the safety and welfare of assigned personnel
- Coordinate with Facilities Unit Leader to determine space required and layout area
- Determine requirements for hand washing stations and other facility needs for the kitchen and dining area
- Establish schedule for gray water and HAZMAT (grease) removal
- Organize and supervise the unit
- Arrange for inspections, maintenance and refueling of all equipment as necessary
- Order approved supplemental foods, MRE's hot containers, garbage bags and other appropriate items
- Serve as inspector for the administration of any National Interagency Mobile Food Service contract equipment
- Conduct periodic inspections of food service areas
- Develop plans for food service during times when a mobile food service unit is not available
- Provide clear and concise direction to unit personnel as necessary
- Participate in logistics section planning activities as appropriate
- Identify and release surplus personnel as appropriate
- Maintain ICS Form 214 (Unit Log) daily
- Provide unit specific information for a transfer of command document to the Logistics Section Chief in written form
- During any transition of teams, provide necessary documentation to replacement
- Track cost saving efforts and provide documentation to the Finance Section Chief

**SECTION D
PACKAGING AND MARKING**

SECTION D -- PACKAGING AND MARKING

D.1 PROHIBITED VEHICLE MARKING

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

**SECTION E
INSPECTION AND ACCEPTANCE**

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(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): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services--Fixed-Price (AUG 1996)

E.2 INCIDENT PRE-USE INSPECTION

All resources furnished under this contract shall be PMS 310-1 qualified and acceptable to the Government. The Government reserves the right to reject resources that are not safe or do not meet the qualification requirements.

If the resource does not pass inspection (proof of 310-1 qualifications) 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 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 Default of the contract.

E.2.1 INSPECTION

Government will inspect the following.

(a) Contract employees shall show proof of qualifications (e.g. incident qualification cards (red card) or equivalent).

E.3 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 list until such time that the resource is brought into compliance as determined by the CO and re-inspected at the Government's convenience (See G.1.3)

SECTION E INSPECTION AND ACCEPTANCE

E.4 INSPECTIONS DURING USE

(a) At any time during use, the Government may make or cause to be made such inspections as deemed necessary for the purpose of determining that equipment, supplies and personnel meet current contract specifications or to determine equipment condition. Inspection may be performed by Federal and State and Local Government representatives and/or COR, designated by the CO.

(b) Inspection by the Government after performance deficiencies or a failure has occurred will be made as promptly as possible after the Contractor has given notice that the performance deficiencies or the failure has been corrected.

(c) When equipment and services are inspected and do not meet contract requirements, the COR shall document deficiencies on form FS 6300-12, Work Order and Notice of Non-Compliance. When appropriate, contract price reductions shall be taken in accordance with Section E, Paragraph E.1, Inspection of Services-Fixed Price. The CO shall make final decisions on any remedial actions implemented or erroneous payments as appropriate.

E.5 PERFORMANCE EVALUATIONS

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

The evaluation forms, in addition to other performance information will be utilized to facilitate the compilation of the Contractor's performance report for each Contract year and may be used in past performance evaluations for future procurements. Annual performance evaluations will be provided by the Forest Service through the use of the Contractor Performance System (CPS). Prior to the initial evaluation, the contractor is responsible for registering their company into CPS.

To register your company into the Contractor Performance System, go to the following web site: <https://cpscontractor.nih.gov/cr.asp> When registering your company in CPS you will need to provide the following:

- Data Universal Numbering System (DUNS) number
- Federal Tax Identification Number (TIN)
- Contractor Representative's First Name

**SECTION F
DELIVERIES OR PERFORMANCE**

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR52.252-2) (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): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.2 PERIOD OF PERFORMANCE (AGAR 452.211-74) (FEB 1988)

The Mandatory Availability Period of performance of this contract for the Base Period will begin 10 days after contract award through September 30. The MAP for all Option Years will start on May 1 and continue through September 30 for each subsequent Option Year.

F.3 EFFECTIVE PERIOD OF CONTRACT (AGAR 452.211-75) (FEB 1988)

The effective period of this contract is from date of award through December 31, 2009.

Note: Estimated date of award is June 2009. The Contract period is for a base year, from date of award through December 31, 2009 and three 1-year optional periods from January 01 of each year through December 31 of the following year, with potential end period of December 31, 2012.

F.4 CONTRACT AND PERFORMANCE PERIODS

F.4.1 MANDATORY AVAILABILITY PERIOD

The MAP shall begin on the date as stipulated as May 01, unless otherwise modified by bilateral agreement or as a result of initial contract award occurring after the stipulated beginning date of the MAP of May 01.

F.4.2 ADJUSTED MAP

(a) The Government may request the Contractor to be available up to 30 days before and may extend the MAP up to 30 days after the MAP period. The request for an extension is subject to agreement by the Contractor and shall be formalized by a bilateral agreement.

(b) OUTSIDE THE MAP

Resource orders issued by the Government outside the MAP are subject to acceptance by the Contractor.

**SECTION F
DELIVERIES OR PERFORMANCE**

F.5 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(3) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(4) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.6 AVAILABILITY, UNAVAILABILITY, MANDATORY AVAILABILITY PERIOD (MAP)

The Contractor is required to accept suppression and all-hazard orders during the Mandatory Availability Period (MAP) which is May 1 through September 30 of each year, unless an agreement in writing has been negotiated with the Contracting Officer (CO) who coordinates with Agency Fire Management Officials.

The Contractor may request, in writing, unavailable status at any time while not on suppression or all-hazard assignments. The request shall be submitted to the CO for final acceptance. A written bilateral agreement signed by the CO and the Contractor shall document the formal

SECTION F
DELIVERIES OR PERFORMANCE

approval of unavailability requests. The bilateral agreement shall state the terms and limitations of the unavailability, including effective dates. Any changes to this bilateral agreement must also be formalized in writing. Repeated unavailability during the MAP by the Contractor may result in Default of the Contract.

**SECTION G
CONTRACT ADMINISTRATION DATA**

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 PAYMENTS

All original invoices shall be submitted by the incident to U.S. Forest Service Albuquerque Service Center, Incident Finance, 101B Sun Avenue NE Albuquerque, NM 87109. The Emergency Equipment – Use Invoice, Form OF-286, shall be used for invoice submittal.

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 G.1.3. Use of Trainees shall be approved in advance by the Government and will be at the Contractor's expense.

Payment shall be made upon receipt of completed invoices, and paid in accordance with the Prompt Payment Act (see FAR 52.232-25 (OCT 2003)).

G.1.1 RATES OF PAYMENTS

Payment will be at the rates specified In Section B and, except as provided in G.1.3, shall be in accordance with the following:

Daily Rate

(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** - For each calendar day that the resource is on shift for at least 8 hours, the Government will pay the daily rate. If a resource is on shift for less than 8 hours during a calendar day, the amount earned for that day will be one-half the daily rate.

(c) **Mobilization/Demobilization** - Payment for travel to and from the incident and between incidents will be calculated as follows: Travel miles from point of hire / 45 mph. Mobilization and demobilization will be paid under the daily rate for travel time while the resource is on shift.

G.1.2 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.

G.1.3 EXCEPTIONS

(a) No further payment under this Contract 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 specified in the Daily Rate and documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan or approved by the Section Chief. If one

**SECTION G
CONTRACT ADMINISTRATION DATA**

individual within a Module is not available for the assigned shift or portions of the assigned shift, a \$25/hour deduction will be made from the daily rate for each hour the individual resource was not available during the designated shift.

(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 are noncompliant in accordance with E.4 and cannot be replaced at the site of work by the Contractor or by the Government in accordance within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above.

(d) No payment will accrue when the Contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions.

(e) Deductions – Unless specifically stated elsewhere in this contract, 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.

G.1.4 INVOICING PROCESS

The resource shall have two copies of the Contract with the resource order information for the assigned incident.

After each operational period worked, time worked will be verified and approved by the Government Agent responsible for ordering and/or directing use of 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). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each contract employee's name shall be listed on the shift ticket for each module.

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

When the resource is released to return to the point of hire, the Finance Unit will close out the Invoice including estimated time for return travel.

The Incident Finance Section will submit a payment package including all signed originals of OF-286 or commercial invoice, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), and transmittal sheet to the Incident Finance Center in Albuquerque. The Contractor will be given a copy of all payment documents at the incident.

G.2 AIR TRANSPORTATION – ONLY IF REQUIRED BY THE GOVERNMENT

Contract personnel dispatched by the Government may be required to fly by Government provided, or commercial transport to the incident location. The Contractor will be notified that these Contract resource(s) are to be transported by air at the time the Government dispatcher at

SECTION G
CONTRACT ADMINISTRATION DATA

NICC places the Resource Order Request. When this occurs, the following rules **MUST** be adhered to:

If utilizing commercial transport other than charter (charter provided by the Government), the Contractor is responsible to make arrangements, including payment at the time of the services.

Contract resources transported by air under these provisions shall wear clean clothing, while traveling aboard aircraft(s), to and from each incident location.

On Government-furnished Charter flights, all Contract resources mobilized and demobilized will be identified on a Passenger and Cargo Manifest Form (SF-245). All Unit Leader(s) or contract representative(s) will maintain a **MINIMUM** of four (4) accurate copies of this form at all times. Contract personnel weights will be displayed separately from baggage and equipment weights on manifest. Contractor representatives will ensure compliance with weight limitations below.

Each person shall be limited to:

1. One (1) frameless soft pack **NOT TO EXCEED** 45 pounds.
2. Briefcase **NOT TO EXCEED** 20 pounds.

G.2.1 REIMBURSEMENT – ONLY IF APPROVED BY THE GOVERNMENT

(a) The Government shall reimburse the Contractor for actual air transportation costs with copy of receipt, including excess luggage costs (limit total two bags per person). These costs may include any related transportation costs incurred by the Contractor from the dispatch-designated air terminal to the incident location and return to that dispatch-designated air terminal, unless the Government changes the return destination. Airfare costs in excess of the lowest customary standard coach, or equivalent airfare, offered during normal business hours are unallowable. Exceptions that may apply are when such airfares will result in circuitous routing, travel during unreasonable hours, excessively prolonged travel, the incurring of other costs that would offset the transportation savings, or conditions that would otherwise not reasonably meet the needs of the traveler or mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified in writing with copies of that documentation included with Contractor invoices. All time from the point of hire to the incident in transport is time under hire. The Contractor is responsible for making travel arrangements.

(b) The Government shall not reimburse Contractors for **EMERGENCY** return air transportation for individuals.

(c) The Government shall not reimburse Contractors for return air transportation costs for individual(s) who were rejected upon inspection at the incident or who choose to return from the incident for personal reasons.

(d) Transportation – The Government shall not pay any related expenses such as Contractor employee driving or taxi services to a commercial air terminal for beginning or ending transport.

SECTION G
CONTRACT ADMINISTRATION DATA

(e) Rental vehicles at the incident will be reimbursed by the Government only if authorized on the Resource Order. It is at the Government's option to provide Government-furnished transportation to and from the incident from the air terminal. Contract employees shall not operate Government-furnished vehicles.

(f) Procedure for invoicing/payment of commercial air transportation.

(1) If the Unit Leader or Contractor Representative is able to present the rental car receipt, airline ticket receipt/or invoice from the carrier at the Incident, the Contractor costs for airline transportation will be added to the Emergency Equipment Use Invoice.

(2) If the Unit Leader or Contractor Representative does not have the rental car receipt or airline ticket receipt or invoice at the Incident, the Contractor may later submit the bill for reimbursement for the common carrier costs to the Incident Finance Center (ref. C.19.1).

(3) Supporting documentation, in addition to that required in Subparagraph 1 above, shall include: any itineraries received from the airline or travel agency; the Standard Form SF-245, Passenger and Cargo Manifest, and the Shift Tickets for the travel time (to include necessary ground travel to and from the point of hire to the incident). The Shift Ticket must be signed by the Government Representative at the travel destination in order for the Shift Ticket to serve as a receipt for the air transportation services received on behalf of the Government.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 POST AWARD CONFERENCE (AGAR 452.215-73)(NOV 1996)

A post award conference with the successful Offeror(s) is required. It will be scheduled after award.

H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7)(NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

H.3 ON-SITE REPRESENTATIVE/EMPLOYEES

The Contractor's on-site Key Personnel and employees who need to address customer requests shall be fully conversant and literate in the English language and shall be in the work area whenever work is in progress.

H.4 WORKMANSHIP

All work under this Contract shall be performed in a safe and professional manner. The Incident Commander may order the release of any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Reference J.2). It will be left to the discretion of the COR 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 Contract, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or termination of this Contract.

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 DDP with a departure time from the Incident Command Post (ICP) no later than 12 hours or another time agreed to with the COR. The Contractor is required to 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, as agreed with the COR, 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.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.5 INCIDENT BEHAVIOR

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor or its employees 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 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's work performance or, (3) creates an intimidating, hostile, or offensive working environment.

H.6 EMPLOYMENT OF ELIGIBLE WORKERS (FSAR 4G52.222-701) (DEC 1999)

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The Immigration and Naturalization Service (INS) has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (see 8 CFR 274a).

The Contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for three years, or one year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the Contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, Contractors should contact the Employer and Labor Relations Officer of their local INS office.

H.7 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:

SECTION H SPECIAL CONTRACT REQUIREMENTS

(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.

(b) Smoke and Carbon Monoxide - For information on this subject call U.S. 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 will be available and used in any vehicle when in motion. It is the operator's responsibility to ensure compliance.

(f) Physical Demands - The work may require moderate to strenuous physical exertion for extended periods including walking, climbing, lifting, pulling and carrying objects weighing Thirty Five (35) pounds or more.

H.8 INCIDENT RELATED DATA

All data used on the incident, and products produced, will be under the direction of the appropriate Section Chief. No product or data shall be removed from the incident. Some data are Privacy Act sensitive in nature and shall be removed from all systems prior to demobilization in accordance with applicable regulations of the Contracting Agency.

H.9 TRANSPORTATION VEHICLES

The Contractor shall provide all transportation needs to and from the incident for Contractor's personnel. All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications.

H.10 VEHICLE LICENSING REQUIREMENTS

All vehicles used to transport Contractor's personnel shall be licensed and legally operable on all roads.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.11 PERSONNEL REQUIREMENTS

All Contractor personnel shall comply with H.7 Safety Standards. All Contractors' personnel shall carry a Government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc. All Contractor personnel shall be trained and qualified, and their records maintained, in accordance with the National Wildfire Coordinating Group (NWCG) Wildland and Prescribed Fire Qualification Standards 310-1 (<http://www.nwcg.gov/pms/pms.htm>). All CLIN referenced position descriptions from PMS task books may be located (<http://www.nwcg.gov/pms/taskbook/taskbook.htm>).

H.12 ENGLISH SPEAKING REQUIREMENT

Communications between Contractor personnel and Government incident personnel is mandatory for safe and effective performance. All Contract employees shall be able to proficiently communicate (speak and write) in the English language.

H.13 AVAILABILITY

H.13.1 STATUS

The Contractor is responsible for maintaining their current status by informing The National Interagency Coordination Center (NICC) and The Contracting Officer (CO) of their availability during the Mandatory Availability Period (MAP) and self-status in the Resource Ordering Status System (ROSS). The MAP for the Base Period will begin 10 days after contract award through September 30. The MAP for all Option Years will start on May 1 and continue through September 30 for each subsequent Option Year. The Contractor shall be considered excessively unavailable when the Contractor is unavailable for dispatch 7 consecutive days or 20 cumulative days during the mandatory availability period. Excessive unavailability by a Contractor during a mandatory availability period for any contract period may be considered as a failure to perform in accordance with FAR 52-249-8 Default (Fixed-Price Supply and Service)(APR 1984). *gfRef, Section C.3.2*

H.13.2 UNAVAILABILITY

The Contractor is considered unavailable outside the MAP identified in Section C.4.1, unless written notification of availability is given to the CO. and NICC. The Government reserves the right to periodically verify the availability and location of all Contractors.

H.14 ORDERING AND DISPATCH PROCEDURES FOR RESOURCES

H.14.1 INFORMATION REQUIRED WHEN PLACING ORDERS

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

- Resource Order Number

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

H.14.2 DISPATCH PROCEDURES

The National Interagency Coordination Center (NICC) and the Contracting Officer are the only authorized agents to place orders against this contract. Orders must be placed in accordance with established ordering procedures as specified in The National Mobilization Guide. Refer to www.nifc.gov/nicc/mobguide/index.html

The Government has contracts with multiple vendors for these services. During periods of MAP, the Government will utilize the Contractor's whose physical location (business address) is closest to the incident; provided the Contractor can meet the incident's needs and required time frames, then rotating to the next Contractor that can best meet the incident's needs and required timeframes. Orders placed may include one or more line items listed in the Schedule of Items.

Outside the MAP, priority consideration will be given to Contractor's physical location (business address) and available to perform services closest to the incident; provided that the Contractor can meet the incident's needs and required time frames. NICC is the only designated dispatch center authorized to place orders for these services.

Upon receiving a dispatch call, the Contractor has one (1) hour to confirm availability. Contractor will have at a maximum two hours (or otherwise stipulated by the Government) after confirming availability to begin travel to the Government's designated delivery site on the resource order. If the Contractor cannot be reached or is not able to meet the time and date needed for any of the items listed in the Schedule of Items, the dispatcher may proceed with contacting the next resource on the dispatch list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

At the time of dispatch, a Resource Order will be provided to the Contractor. Prior to departing for the Incident, the Contractor shall provide the dispatcher a complete listing of: Contractor name, contract number, and each person's complete name and departure time from point of dispatch. The Contractor shall provide a copy of the Resource Order and employee listing at the time of check-in at the Incident.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.14.3 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 in accordance with Section G.1.1

H.14.4 LENGTH OF ASSIGNMENTS & CONTRACT EMPLOYEE CHANGE OUT

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

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

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

(b) Release resources after a 14-calendar day assignment (exclusive of travel).

(c) 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.

H.14.5 MOBILIZATION AND DEMOBILIZATION

Mobilization and Demobilization cost shall be included in the daily rate. Rate of payment for all resources shall be calculated as specified in Section G.1.1 Rates of Payment.

H.14.6 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization. Contract resources will follow the demobilization process as outlined in the approved incident demobilization plan. Modules will be demobilized as a module.

H.14.7 RELEASE

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

H.15 PROPERTY

H.15.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

Accountable and durable property will not be loaned or exchanged at the incident, except the Government will provide computers for Contractor use. The Contractor shall provide a computer for the use of the Fire Behavior Analyst. The Government-furnished computers will

SECTION H SPECIAL CONTRACT REQUIREMENTS

have a basic operating system and will be loaded with the current version of I-Suite. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the contract. 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 E.3, Incident Pre-Use Inspection and E.4, Noncompliance after Acceptance at Incident*).

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 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. The Government will also furnish basic supplies, necessary for each position ordered, after the first operational period.

H.16 RESOURCE REPLACEMENT OR SUBSTITUTION

The intent of this clause is to provide permanent substitution of resource(s) replacement, not intermittent rotation of personnel. The Contractor is obligated to provide the resources offered in the proposal.

H.16.1 REPLACEMENT/SUBSTITUTIONS OF RESOURCES

Replacement/substitutions of personnel with equal or better qualifications may be done at any time without change to the Contract rates or position on the priority dispatch list, with approval of the COR or CO.

H.17 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall carry a minimum of two copies of the complete Contract including all Modifications at all times. The Contractor shall furnish a copy of the complete Contract to the Finance Unit. The Government will return the copy of the provided contract to the Contractor upon demobilization from the incident.

H.18 LAUNDRY SERVICE

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

H.19 CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.20 COMMISSARY

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available.

H.21 CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the Unit Leader or Single Resource shall be considered the Contractor's Representative.

H.22 FIRST AID/EMERGENCY EVACUATION/ACCIDENTS

H.22.1 FINANCIAL RESPONSIBILITY AND REPRESENTATION

The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If Contractor personnel are injured, the Government, at Contractor expense, may evacuate the injured person(s). If Contractor personnel become ill or are injured and require transport to medical facility/hospital, the costs shall be at the Contractor's expense.

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

H.23 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

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

H.24 EQUIPMENT REPAIR

Repairs of Contractor's vehicles or personal equipment shall be made and paid for by the Contractor.

H.25 FOOD & DRINK

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

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

H.26 RESOURCE REPLACEMENT OR SUBSTITUTION

The contractor shall provide only permanent substitution of resource(s) replacement, not intermittent rotation of personnel. The Contractor is obligated to provide the resources offered in the proposal.

H.26.1 REPLACEMENT/SUBSTITUTIONS OF RESOURCES

Replacement/substitutions of personnel with equal or better qualifications may be done at any time without change to the Contract rates or position on the priority dispatch list, with approval of the COR or CO.

H.27 AIR TRANSPORTATION – ONLY IF REQUIRED BY THE GOVERNMENT

Contract personnel dispatched by the Government may be required to fly by Government provided, or commercial transport to the incident location. The Contractor will be notified that these Contract resource(s) are to be transported by air at the time the Government dispatcher at NICC places the Resource Order Request. When this occurs, the following rules MUST be adhered to:

If utilizing commercial transport other than charter (charter provided by the Government), the Contractor is responsible to make arrangements, including payment at the time of the services.

Contract resources transported by air under these provisions shall wear clean clothing, while traveling aboard aircraft(s), to and from each incident location.

On Government-furnished Charter flights, all Contract resources mobilized and demobilized will be identified on a Passenger and Cargo Manifest Form (SF-245). All Unit Leader(s) or contract representative(s) will maintain a MINIMUM of four (4) accurate copies of this form at all times. Contract personnel weights will be displayed separately from baggage and equipment weights on manifest. Contractor representatives will ensure compliance with weight limitations.

Each person shall be limited to:

1. One (1) frameless soft pack NOT TO EXCEED 45 pounds.
2. Briefcase NOT TO EXCEED 20 pounds.

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PART II -- CONTRACT CLAUSES

SECTION I -- CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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):

www.arnet.gov/far/ www.usda.gov/procurement/policy/aqar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.202-1 Definitions (JUL 2004)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (JUL 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 2008)
- 52.215-2 Audit and Records -- Negotiation (JUN 1999)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
- 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
- 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- 52.219-9 Small Business Subcontracting Plan (APR 2008) (*Applicable if > \$550,000*)
- 52.219-16 Liquidated Damages --Subcontracting Plan (JAN 1999) (*Applicable if > \$550,000*)
- 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- 52.219-9 Small Business Subcontracting Plan (APR 2008) (*Applicable if > \$550,000*)
Alternate II (Oct 2001)
- 52.219-16 Liquidated Damages --Subcontracting Plan (JAN 1999) (*Applicable if > \$550,000*)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-41 Service Contract Act of 1965, as Amended (JUL 2005)
- 52.222-44 Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002)

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- 52.222-50 Combating Trafficking in Persons (SEP 2007)
- 52.223-1 Biobased Product Certification. (Dec 2007)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-1 Payments (APR 84)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (OCT 2008)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JULY 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (DEC 2008)
- 52.245-1 Property Records (JUN 2007)
- 52.246-25 Limitation of Liability—Services (FEB 1997)
- 52.248-1 Value Engineering (FEB 2000)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)
- 452.237-75 Restrictions Against Disclosure (FEB 1988)

I.2 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (APR 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
 - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.

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(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)

(a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an

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appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

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(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.4 WARRANTY OF SERVICES (FAR 52.246-20) (MAY 2001)

(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or

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nonconformance to the Contractor within 10 days of performance and acceptance by the Government.

(1) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one eight hour shift,, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000 per year; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 4 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days from the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

I.7 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract 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 contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2019.

I.8 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. The maximum number of awards contemplated is three (3).

I.9 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 14 days before the contract expires.

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I.10 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration date of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. If the Government exercises an option to extend the term of the contract, it will do so prior to the expiration date. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

I.11 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (AGAR 452.216-73) (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$10,000.00 per each contract period but not in excess of \$1,000,000.00 per each contract period.

I.12 EMPLOYMENT ELIGIBILITY VERIFICATION (FAR 52.222-54) (JAN 2009)

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

“Commercially available off-the-shelf (COTS) item”--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

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- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.

- (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

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(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

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(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for -

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

I.13 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (DEC 2008)

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

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

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the

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subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 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 flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.14 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (FAR 52.228-5) (JAN 1997)

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

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

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

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

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

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I.15 INSURANCE COVERAGE (AGAR 452.228-71)(NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

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

**SECTION J
ATTACHMENTS**

PART III -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J -- LIST OF ATTACHMENTS

- EXHIBIT 1 List of Attachments
- EXHIBIT 2 Harassment Free Workplace Policy
- EXHIBIT 3 Definitions
- EXHIBIT 4 Wage Rate Determinations

NOTE: Wage Rate Determinations will be provided by amendment to this solicitation.

- EXHIBIT 5 Standard Contractor Performance Report
- EXHIBIT 6 Safety Standards

SECTION J ATTACHMENTS

EXHIBIT 2 HARASSMENT FREE WORKPLACE POLICY

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

The Government 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: Civil Rights Enforcement and Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

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EXHIBIT 3 DEFINITIONS

Company's Physical location: The Company's regular operating business address. The address listed by each Offeror in block 15A on Standard Form 33.

Contracting Officer (CO): A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR/COTR): The on-site contract administrator for the Contracting Officer. The duties and responsibilities of the COR are defined in the written letter of designation issued by the Contracting Officer.

Federal Wildland Fire Agencies: Forest Service, Bureau of Land Management, Fish & Wildlife Service, National Park Service, Bureau of Indian Affairs are defined as the Federal Wildland Fire Agencies for the purposes of this contact.

Interagency Incident Business Management Handbook: his handbook assists participating agencies of the NWCG to constructively work together to provide effective execution of each agency's incident management programs.

Incident Command System (ICS): A standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries

Incident Management Team (IMT): The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

Mandatory Availability Period (MAP): MAP is a period of time in which the National Incident Management Team Support Modules and Contractor's personnel must be available for dispatch.

National Interagency Coordination Center (NICC): The National Interagency Coordination Center (NICC) is the focal point for coordinating the mobilization of resources for wildland fire and other incidents throughout the United States. NICC is the only designated ordering office for all orders under the National Incident Management Team Support Modules Contract(s).

National Incident Management Team Support Modules Contractor: A business that has been awarded a National Incident Management Team Support Modules contract from this solicitation through the U.S. Forest Service, National Interagency Fire Center, Incident Support Branch.

The National Mobilization Guide: The National Interagency Mobilization Guide identifies standard procedures which guide the operations of multi-agency logistical support activity throughout the coordination system. This Guide is intended to facilitate interagency dispatch coordination, ensuring the timeliest and cost effective incident support services available are provided.

National Wildfire Coordination Group (NWCG): An operational group designed to coordinate programs of the participating wildfire management agencies.

NWCG 310-1 Qualifications: Established minimum requirements for training, experience, physical fitness level, and currency standards for wildland fire positions which all participating agencies have agreed to meet for national mobilization.

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EXHIBIT 5 STANDARD CONTRACTOR PERFORMANCE REPORT

Highlighted blocks are required to be completed.

Evaluation Type: Interim ___ Final ___ <i>(check one)</i>			
Evaluating Organization <i>(Fire Name)</i> :		Reporting Period: From ___ to ___	
Contracting Office:		Contract Number:	Order Number <i>(Resource Order)</i> :
Contractor Name:		Contractor Address:	
DUNS:		City:	State:
Additional or Alternate Contractor Name:		Zip/Postal Code:	Country:
TIN:	Industrial Code (NAICS):	Commodity Code:	Contract Type:
Contract Award Date:		Contract Expiration Date:	Contract Value:
Requirement Description <i>(Equipment Type)</i> :			

Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached Rating Guidelines).

Quality of Product or Service *(How did the Contractor perform, document any noncompliance or performance issues)*

<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Poor	<input type="checkbox"/> 2=Fair	<input type="checkbox"/> 3=Good	<input type="checkbox"/> 4=Excellent	<input type="checkbox"/> 5=Outstanding
---	---------------------------------	---------------------------------	---------------------------------	--------------------------------------	--

Government Comments for Quality of Product or Service (2000 characters maximum):

Timeliness of Performance *(Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)*

<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Poor	<input type="checkbox"/> 2=Fair	<input type="checkbox"/> 3=Good	<input type="checkbox"/> 4=Excellent	<input type="checkbox"/> 5=Outstanding
---	---------------------------------	---------------------------------	---------------------------------	--------------------------------------	--

Government Comments for Timeliness of Performance (2000 characters maximum):

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Business Relations *(Did the Contractor perform in a business-like manner; complete administrative requirements timely)*

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Government Comments for Business Relations (2000 characters maximum):

Additional Info

Contractor Key Personnel

Contractor Manager/Principal Investigator (Owner's Name):

Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum):

(If applicable, describe working relationship with government representatives for this assignment)

Contractor Key Person (Equipment Operator's Name):

Government Comment on Contractor Key Person (2000 characters maximum):

(Describe working relationship with government representatives for this assignment)

Customer Satisfaction

Is/was the contractor committed to customer satisfaction? Yes No *(Check one)*

Would you recommend the selection of this firm again? Yes No *(Check one)*

Government Comments on Customer Satisfaction (2000 characters maximum):

If no to either of above, explain below

Admin Info

Project Officer/COTR *(Individual completing the evaluation)*

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

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Contractor Representative

Name:
Phone:
Fax:
E-mail Address:

Alternate Contractor Representative

Name:
Phone:
Fax:
E-mail Address:

Contracting Officer

Name:
Phone:
Fax:
E-Mail Address:

Rating Guidelines

Quality of Product or Service

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

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Timeliness of Performance

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Business Relations

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

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EXHIBIT 6 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 will be available and used in any vehicle when in motion. It is the operator's responsibility to ensure compliance.

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.

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

**SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

PART IV -- REPRESENTATIONS AND INSTRUCTIONS

**SECTION K -- REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

K.1 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70) (JAN 2005)

The North American Industrial classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): 1 through 26
--NAICS Code 115310
--Size Standard \$7.0 million

The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (FEB 2009)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 115310.

(2) The small business size standard is \$7.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

**SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND
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(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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REPRESENTATIONS, CERTIFICATIONS, AND
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(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

**SECTION K
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(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

**SECTION K
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(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

(ix) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2008)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

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

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to

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the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror

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knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.4 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28)
(JUN 2007)**

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

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(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code 115310 assigned to contract number _____.
[Contractor to sign and date and insert authorized signer's name and title].

K.5 BIOBASED PRODUCT CERTIFICATION (FAR 52.223-1) (DEC 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

K.6 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (52.223-13) (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

SECTION L -- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far/ www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.204-6 Data Universal Numbering System (DUNS) (OCT 2003)
52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2004)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of up to three IDIQ contracts with fixed price CLINS; indefinite delivery; indefinite quantity contracts resulting from this solicitation.

L.3 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S.

US FOREST SERVICE - CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
3833 S. DEVELOPMENT AVENUE
BOISE, ID 83705-5354

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

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**L.4 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS
(AGAR 452.215-71) (SEP 1999)**

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the Contractor's understanding of the statement of work may be evaluated.

(2) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

(3) Offerors shall submit their proposal(s) in the following format and the quantities specified:

(a) 3 copies of the technical proposal

(b) 3 copies of the business/cost proposal

(c) Submit an offer by completing and submitting all items in Section B Schedule of Items, for the base year and three, one-year options.

(b) Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the solicitation specifications. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. Technical Proposals shall respond to the following information and information shall be organized in the order shown. As a minimum, the proposal must clearly provide the following:

(1) The technical proposal shall include the following factors and sub factors to demonstrate complete understanding and actions required for the turnkey management, administrative and operational control for all Incident Management Support, Contract Line Item Numbers (CLINS) listed in Section B. This is to pertain to the ordering and utilization by various agencies of as few as one module and any combination up to and including all at once, as well as any single resources ordered, for multiple incidents.

(a) Organizational Management and Response Plan

(1) Recruitment of qualified personnel (as described by Specification requirements). Describe your ability to organize, schedule and staff this

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project. Also describe qualifications and experience of the company, its principles and any Contractors or subcontractors who are expected to be part of the Contractor's team.

(2) Assurance of continuing qualifications for all personnel for specified CLINS throughout contract performance term. Describe the skills, qualifications and experience of your key personnel in performing tasks similar to those identified in this solicitation. All positions shall be PMS 310-1 qualified.

(3) Identifying key personnel both in the overall management and operational control as well as those required for each module specification requirements.

(4) Mobilization efforts describing time required transportation.

(5) Quality Control Plan. Provide a separate Quality Control Plan, which identifies specific quality control procedures that will be followed. Discuss techniques that your firm will use to ensure that your Key Personnel follow the quality control procedures, how results will be communicated, and methods to mitigate any potential problems, including a Safety Plan that addresses work/rest guidelines, managing employee fatigue and coverage for days off.

(b) Past Performance

Past performance is a matter of an Offeror's reputation for integrity and customer satisfaction. The Government shall consider this information, as well as information which may be obtained from other sources. Offeror's without a record of relevant past performance or for whom information on past performance is not available will receive a neutral rating for this evaluation factor. Offeror's at a minimum should address those sub-factors listed below. The past performance sub-factors listed below are approximately equal in importance in determining the overall rating for this evaluation factor.

(1) References should be submitted from any sources for prior jobs performed which indicated performance history and satisfaction level. Provide a list of names, phone numbers, dates, locations, and type of work on similar work for the past 3 years.

(2) Any jobs demonstrating workable and comprehensive knowledge and performance of duties described for for each CLIN. Describe your past experience and working relationships with government agencies and contracts within the past 3 years. Provide details regarding timeliness, quality, and working relationships with your customers. Address specific performance failures and how you mitigated the cause of those failures.

(3) All other relevant past performance information for work likely to be encountered in the performance of this contract.

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(c) Business/Price Proposal.

Each price proposal shall be evaluated to determine its reasonableness for the effort proposed and to determine the demonstrated understanding of the level of effort needed to successfully perform these services. Award may not necessarily be made to the Offeror submitting the lowest priced offer. Also, award may not be made for technical capabilities that would appear to exceed those needed for successful performance of the work. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between module line items or sub line items or single resource line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. The Government reserves the right to make cost/technical trade-offs that are in the best interest of the Government.

For Schedule B – Price proposals for all CLINs (1 thru 26) must be submitted for evaluation. Subtotals and summary totals as indicated in Section B must be completed and correct.

**SECTION M
EVALUATION FACTORS FOR AWARD**

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 AWARD DETERMINATION

Basis of Award

Awards will be made to those offeror(s) (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. Technical evaluation factors listed herein are equal in importance. All sub factors listed herein are equal in importance in determining the overall rating. The technical evaluations factors when combined are approximately equal in value to cost or price in the award decision.

The Government reserves the right to make cost/technical trade-offs that are in the best interest and advantageous to the Government. The critical factor in making any cost/technical trade-off is not the difference between the technical evaluations but the significance of the difference. The significance of the difference between the technical evaluations will be determined on the basis of what the difference might mean in terms of performance and what it would cost the Government to take advantage of that difference.

The Government may reject any or all offers if such action is determined to be in the best interest of the Government. The Government may award from 1-3 contracts; however, awards will only be made to those vendors offering a reasonable price for all line items (CLINS) and resources that are technically acceptable. Proposed pricing for all line items will be evaluated for reasonableness. Reasonable price and technical acceptability, is the basis for the award determination (s).

M.2 EVALUATION FACTORS

Evaluation Method

The technical evaluation will assign to each evaluation criterion a final adjective consensus rating of exceptional, acceptable, marginal, or unacceptable based on the following descriptions:

EXCEPTIONAL: The proposal is very comprehensive, in-depth, clear and uniformly outstanding in quality. Consistently high quality performance can be expected. The proposal, as written, exceeds requirements and demonstrates an exceptional understanding of goals and objectives of the acquisition. One or more major strengths exist. No significant weaknesses exist.

ACCEPTABLE: The proposal meets all minimum requirements and generally is of high quality. Proposal demonstrates an acceptable understanding of goals and objectives of the acquisition. There may be both strengths and weaknesses, but the strengths outweigh the weaknesses. Deficiencies are minor and easily corrected. Proposal is acceptable as written. Satisfactory performance can be expected.

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NEUTRAL: Use this rating for the past performance factor only. Offeror(s) does not have a record of relevant past performance or information regarding past performance is not available.

MARGINAL: The proposal fails to meet minimum requirements. Proposal demonstrates a fair understanding of the goals and objectives of the acquisition. Weaknesses outbalance any strengths' that exist. Weaknesses will be difficult to correct and would require negotiations.

UNACCEPTABLE: The proposal fails to meet minimum requirements. Proposal fails to meet an understanding of the goals and objectives of the acquisition. The proposal has one or more significant weaknesses that will be very difficult or impossible to correct. Major proposal revision(s) are required for minimum acceptability.

A summary consensus rating will be completed for all proposals. This summary will include:

Identification of proposals rejected as being technically unacceptable, and reasons for that determination. (Major weaknesses beyond discussion)

Identification of proposals that meet most minimum requirements, but did not fall into the category of "acceptable", including a list of the major weaknesses for each proposal. These weaknesses may be negotiated to correct proposal deficiencies, at the discretion of the Contacting Officer.

Identification will be made of the proposals that were rated as "acceptable" or "exceptional".

In cases where an offeror may not have the minimum acceptable rating for a specific evaluation criterion (factor or sub factor):

The Contracting Officer will determine whether the proposal can be made acceptable. If it can be made acceptable with adjustment, then discussions will be needed to correct the proposal deficiencies.

If the determination is that the proposal fails to comply with basic solicitation instructions, or is weak and lacking in clarity concerning ability to meet the basic requirements, it will be rejected from the competitive range, since it could not be made acceptable without major revisions.

This evaluation includes technical and price factors. The technical factors are listed herein. The price factor will be used to determine price reasonableness. The consensus rating will be one of several factors considered in the recommendation for award by the Contracting Officer. All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

Competitive Price Range Determination:

The price proposals will be comparatively evaluated against the Government Price Estimate, as well as other price proposals received. The estimate will be used as a benchmark for which the price evaluation will be conducted. The analysis of the variance between the Government's estimate and each offer and variance among the offerors will be used to establish the

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competitive range. This range will indicate whether further review is necessary in order to determine if a proposed price is realistic.

The Government intends to evaluate proposals and reserves the right to award contracts without discussions with offerors. Offers should be submitted initially on the most favorable terms, from a price and technical standpoint, which the Contractor can submit to the Government.