

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	1 3
P00003	See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
INCIDENT PROCUREMENT EQUIP	SVC BR		
3833 S DEVELOPMENT AVE			
BOISE ID 83705-5354			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
HUMAN ECO CONSULTING LLC			
3208 ALDERWOOD AVE			9B. DATED (SEE ITEM 11)
BELLINGHAM WA 98225			
		x	10A. MODIFICATION OF CONTRACT/ORDER NO.
			1202SB22T0019
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		08/10/2022 - BASE AWARD
1105866594#			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.212-4 & Per Section C.3.1 - Agreement Period (Contracting Officer's Annual Review)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)


Award Date: 06/11/2024

Annual Review Date - 05/03/2024: The purpose of this **Modification P00003** is to allow for an annual review of the Incident Blanket Purchase Agreement and an opportunity for pricing adjustments on the SOI (Schedule of Items) and resource location updates (to include additional resource locations). Vendor agrees to hold prices in its offer firm for 90 calendar days from the date specified for receipt of response.

This modification incorporates the revised terms and conditions, a revised Wage Determination (1995-0221 rev. 63 dated 06/30/2023) and updated to reflect the incorporation of Federal Acquisition Regulation clauses (FAC 2023-02 March 16, 2023).

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Hannah Johnson, CEO	MELISSA A. MAESTAS
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
 (Signature of person authorized to sign)	6/11/24
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
MELISSA MAESTAS Digitally signed by MELISSA MAESTAS Date: 2024.06.11 18:18:15 -06'00' (Signature of Contracting Officer)	06/11/2024

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
HUMAN ECO CONSULTING LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Vendor is required to respond electronically with a signed copy of the SF-30 and any updated pricing on the attached SOI (Schedule of Items) no later than 1700 MDT on May 22, 2024 to melissa.maestas@usda.gov</p> <p>Final Negotiations / Response Received: 06/06/2024</p> <p>----- ---</p> <p>On-Site Recycling Services Blanket Purchase Agreement for use on All-Hazard Incidents within the following Geographic Areas:</p> <p>Region 1 Northern Rockies Geographic Area Coordination Center (Missoula, MT)</p> <p>Region 2 Rocky Mountain Geographic Area Coordination Center (Lakewood, CO)</p> <p>Region 4 Great Basin Geographic Area Coordination Center (Salt Lake City, UT)</p> <p>Region 5 Northern California Geographic Area Coordination Center (Redding, CA)</p> <p>Region 6 Northwest Geographic Area Coordination Center (Portland, OR)</p> <p>Vendor must be registered in the System for Award Management before award can be made and for the duration of the agreement period: http://www.sam.gov</p> <p>See attached BPA Performance Work Statement for the intent of this requirement and resultant agreement.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
1202SB22T0019/P00003

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NAME OF OFFEROR OR CONTRACTOR
HUMAN ECO CONSULTING LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Payment:</p> <p>FS INCIDENT IPP RPA INVOICE FS ROBOTIC PROCESS AUTOMATION RPA WILL SUBMIT INVOICES INTO THE INVOICE PROCESSING PLATFORM IPP VENDOR TO FOLLOW EXISTING INVOICE PROCESS</p> <p>Period of Performance: 06/11/2024 to 06/30/2025</p> <p>VENDOR INFORMATION COMPANY NAME: Human Eco Consulting LLC DBA: Perennial Zero Waste UNIQUE ENTITY IDENTIFIER (UEI): JJPYUJN93EK3 COMPANY ADDRESS: 3208 Alderwood Ave. Bellingham, WA 98225</p> <p>Primary POC: Hannah Johnson Alternate POC: Erica Carlson EMAIL: hannah@perennialzero.com or erica@perennialzero.com DAYTIME PHONE: 760-579-9093 - Hannah Johnson CELL/ALTERNATE PHONE: 360-599-8441 - Erica Carlson</p> <p>The Government is obligated only to the extent of authorized purchases made within the scope of this Incident Blanket Purchase Agreement.</p> <p>Individual orders shall not exceed the Simplified Acquisition Threshold.</p>				

Human Eco Consulting LLC dba Perennial Zero Waste- FY24 Incident Recycling Blanket Purchase Agreement - (Updated Pricing Effective June 11, 2024)
 Geographic Area Coordination Centers are shown at: <https://gacc.nfrc.gov/>

Item	Description	Daily Headcount of Total Personnel	Northwest Geographic Area Daily Rate	"NORTH OPS" Northern California Geographic Area Daily Rate	"SOUTH OPS" Southern California Geographic Area Daily Rate	Southwest Geographic Area Daily Rate	Northern Rockies Geographic Area Daily Rate	Rocky Mountain Geographic Area Daily Rate	Great Basin Geographic Area Daily Rate	Eastern Area Geographic Area Daily Rate	Southern Area Geographic Area Daily Rate	Alaska Geographic Area Daily Rate
1	Service Level 1	up to 250	\$ 2,308.00	\$ 2,530.00	DO NOT SERVICE	DO NOT SERVICE	\$ 2,696.00	\$ 2,696.00	\$ 2,696.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
2	Service Level 2	251 - 500	\$ 2,890.00	\$ 3,111.00	DO NOT SERVICE	DO NOT SERVICE	\$ 3,228.00	\$ 3,228.00	\$ 3,228.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
3	Service Level 3	501 - 750	\$ 3,006.00	\$ 3,228.00	DO NOT SERVICE	DO NOT SERVICE	\$ 3,394.00	\$ 3,394.00	\$ 3,394.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
4	Service Level 4	751 - 1,000	\$ 3,567.00	\$ 3,809.00	DO NOT SERVICE	DO NOT SERVICE	\$ 3,975.00	\$ 3,975.00	\$ 3,975.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
5	Service Level 5	1,001 - 1,250	\$ 3,705.00	\$ 3,926.00	DO NOT SERVICE	DO NOT SERVICE	\$ 4,091.00	\$ 4,091.00	\$ 4,091.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
6	Service Level 6	1,251 - 1,500	\$ 4,285.00	\$ 4,506.00	DO NOT SERVICE	DO NOT SERVICE	\$ 4,673.00	\$ 4,673.00	\$ 4,673.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
7	Service Level 7	1,501 - 1,750	\$ 4,913.00	\$ 5,135.00	DO NOT SERVICE	DO NOT SERVICE	\$ 5,301.00	\$ 5,301.00	\$ 5,301.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
8	Service Level 8	1,751 - 2,000	\$ 5,541.00	\$ 5,763.00	DO NOT SERVICE	DO NOT SERVICE	\$ 5,929.00	\$ 5,929.00	\$ 5,929.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
9	Service Level 9	2,001 - 2,250	\$ 6,136.00	\$ 6,390.00	DO NOT SERVICE	DO NOT SERVICE	\$ 6,557.00	\$ 6,557.00	\$ 6,557.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
10	Service Level 10	2,251 - 3,000	\$ 7,527.00	\$ 7,734.00	DO NOT SERVICE	DO NOT SERVICE	\$ 7,889.00	\$ 7,889.00	\$ 7,889.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE

* The "base bid" daily rate includes on-site incident recycling service for the main camp, ICP, and all small remote camps or small operating locations with back-hauled recyclables or periodic recycle collection needs.

11	Mileage rate (per mile)		\$ 1.75	\$ 1.75			\$ 1.75	\$ 1.75	\$ 1.75			
12	Additional daily cost for expanding on-site recycling services (with dedicated staff and equipment) to additional major operating locations (e.g., large remote camps requiring full, on-site recycling service, complex fires with multiple "main camps", etc.)**		\$ 2,450.00	\$ 2,590.00	DO NOT SERVICE	DO NOT SERVICE	\$ 2,850.00	\$ 2,850.00	\$ 2,850.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE

Item	Description	Unit of Measure	Northwest Geographic Area Daily Rate	"NORTH OPS" Northern California Geographic Area Daily Rate	"SOUTH OPS" Southern California Geographic Area Daily Rate	Southwest Geographic Area Daily Rate	Northern Rockies Geographic Area Daily Rate	Rocky Mountain Geographic Area Daily Rate	Great Basin Geographic Area Daily Rate	Eastern Area Geographic Area Daily Rate	Southern Area Geographic Area Daily Rate	Alaska Geographic Area Daily Rate
6	Cooking Oil	gallon	\$ 3.65	\$ 3.65	DO NOT SERVICE	DO NOT SERVICE	\$ 3.65	\$ 3.65	\$ 3.65	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
7	Batteries, all types	pound	\$ 3.50	\$ 3.50	DO NOT SERVICE	DO NOT SERVICE	\$ 3.50	\$ 3.50	\$ 3.50	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
8	Wood (Pallets)	each	\$ 12.00	\$ 12.00	DO NOT SERVICE	DO NOT SERVICE	\$ 12.00	\$ 12.00	\$ 12.00	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
10	Scrap Metal	pound	FREE	FREE	DO NOT SERVICE	DO NOT SERVICE	FREE	FREE	FREE	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE
11	Compost	pound	\$ 2.25	\$ 2.25	DO NOT SERVICE	DO NOT SERVICE	\$ 2.25	\$ 2.25	\$ 2.25	DO NOT SERVICE	DO NOT SERVICE	DO NOT SERVICE

ADDITIONAL BID ITEMS:
 The Ordering Official can require the vendor provide waste diversion services for any combination of the items below (including none).
 6 Cooking Oil
 7 Batteries, all types
 8 Wood (Pallets)
 10 Scrap Metal
 11 Compost

* Headcount shall be based on the Situation Report, unless a multi-zone or complex fire with partial recycling services affects the number of personnel provided on-site recycling services (In these cases, the number of dinner meals ordered for those operating locations with recycling services shall be used). Final headcount shall be signed off by Logistics Section Chief or Facilities Unit Leader as part of the invoicing process. * Note: Starting on the date the vendor receives their resource order, a flat mobilization fee will be paid at 1.5 times the corresponding daily rate. Similarly, starting on the date the vendor receives their demobilization order, the vendor will be paid a flat demobilization fee at 1.5 times the corresponding daily rate (regardless of the number of travel days).
 For example: If the vendor receives an order on a Tuesday, arrives at the incident on Wednesday (and starts providing full recycling services on Wednesday), the vendor will be paid: 1.5x rate for Tuesday and a 1x daily rate for Wednesday.
 If the vendor receives an order on a Tuesday, arrives at the incident on Thursday (and starts providing full recycling services on Thursday), the vendor will be paid: 1.5x the daily rate for 1 day only (to include Tuesday and Wednesday) and 1x daily rate for Thursday.
 If the vendor receives a demobilization order on a Thursday, the vendor will be paid: 1x the daily rate for Thursday and 1.5x the daily rate for Friday (as a flat demobilization fee).
 No other travel or mileage fees will be paid in relation to mobilization or demobilization (See Section D.21.8).

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Designation of Contracting Officer's Representative (COR)

FS-6300-0006 (REV.08.2018)



To Name:

To Address:

Contract No.: File Code:

Unit:

Project:

Contractor:

You are delegated the responsibility and authorized to perform the function of Contracting Officer's Representative **(COR)** on the above contract. This delegation is effective for the period **from 06/01/2024 to 06/30/2025**

Your major duties and responsibilities are:

1. Communicate to the Contracting Officer (CO) any recommended / requested changes that may result in a modification to the contract and provide supporting / necessary documentation to the CO.
2. Monitor contractor performance by evaluating actual performance processes and outputs against pre-determined goals. Recommend any necessary action to the CO.
3. Monitor contractor performance by evaluating actual performance processes, workflow requirements , and outputs against pre-determined goals.
4. Recommend to the CO any necessary action related to delays in contractor performance or the need to stop work under the contract.
5. Assist the CO with reviewing cost estimates, schedules, and other submittals for technical adequacy.
6. Monitor and process invoices, report any discrepancies in invoices to the CO, and provide documentation to support the representation.
7. Monitor and verify contract schedule compliance and anticipated schedule delays, contract technical performance and compliance with terms and conditions of the contract and communicate them to the CO in an efficient and timely manner.
8. Understand your roles and responsibilities as a COR with regards to improving vendor communication in accordance with USDA Procurement Advisory 102, the USDA Vendor Communication Plan and the OMB "Myth-Busting" Memorandum.
9. Perform contract surveillance and ensure contractor's compliance with safety, health, and environmental issues.
10. Perform on-site inspections, conduct employee interviews and review contractor payrolls for construction contracts to ensure contractor compliance with applicable labor standards.
11. Promptly notify the CO of any problems associated with labor requirements and employment eligibility of contractor employees (E-Verify) in accordance with FAR 22.102 and 22.18.
12. Ensure compliance and completion by the contractor of all required operations, including the preparation of any forms . Maintain documentation of all inspections performed including disposition of the results.
13. Serve as Primary Assessing Official Representative and enter contractor performance data into the Contractor Performance Assessment Reporting System (CPARS) at prescribed intervals, in accordance with FAR Subpart 42.15 and USDA Procurement Advisory 96.

In accordance with the Federal Acquisition Regulation (FAR) Part 1.602-2(d):

1. Only the CO can delegate authority under this contract.
2. You have no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract.
3. You may not redelegate your designated authority to another person.
4. You may be personally liable for unauthorized acts.

Contracting Officer's Name (Print or Type)

CC: Contractor and Contract File

MELISSA MAESTAS

Signature

Digitally signed by MELISSA MAESTAS
Date: 2024.06.11 17:23:06 -06'00'

Date

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On-Site Incident Recycling Services

1.0 Background

Sustainability is central to the U.S. Department of Agriculture Forest Service's mission. The *2022 Interagency Standards for Fire and Fire Aviation Operations* ([Red Book](#)) reinforces these requirements:

"Every incident should seek opportunities to reduce unnecessary waste and limit impacts associated with management actions. This can be accomplished, for example, by implementing "greening fire" sustainability best management practices (e.g., energy and water conservation, alternative energy, sustainable acquisition, and waste prevention and recycling) as long as such efforts do not compromise operational or safety objectives. To the degree possible, prioritize the procurement of sustainable products and services whenever lifecycle cost effective." ([Source](#)).

Recently published [Executive Order 14057](#) ("Catalyzing America's Clean Energy Industries and Jobs through Federal Sustainability") directs all federal agencies to achieve 100 percent carbon pollution-free electricity by 2030, net-zero emissions from federal procurement no later than 2050, net zero emissions from overall federal operations by 2050, and a 75 percent reduction in federal waste hauled to landfills by 2030. Further, U.S. Department of Agriculture Environmental Department Regulation [5600-05](#), requires the Forest Service to divert 55 percent of non-hazardous waste from landfills.

Based on actual tonnage of waste hauled, it is estimated that incident operations generate roughly 6.5 pounds of waste per person, per day. Incident recycling data is maintained in the online [Incident Recycling Dashboard](#).

When Incident Management Teams (IMT) are assigned to manage wildland fires, an Incident Command Post (ICP) is set up to provide support to incident personnel at the Incident Base, typically co-located with the ICP. Incidents can have multiple camps, to include remote "spike" camps. The National Wildfire Coordinating Group (NWCG) provides the following definitions for Incident Command Post, Base and Camp.

Incident Command Post (ICP):

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

Base:

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

Camp:

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

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

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

2.0 Overview

This Performance Work Statement (PWS) describes the requirements for providing on-site incident recycling services at interagency fire incidents across nine Geographic Areas: Northwest, Southwest, Northern California, Southern California, Northern Rockies, Rocky Mountain, Eastern Area, and Southern Area (see: https://www.nifc.gov/nicc/mobguide/Mobilization_Guide.pdf). The contractor shall provide all necessary field management, labor, and equipment to achieve the requirements of this PWS (Performance Work Statement).

The NAICS code for this effort is 562111, Solid Waste Collection. The contractor shall comply with all applicable state, or local requirements related to on-site waste management.

Due to the sporadic nature of fire incidents, vendors must be able to mobilize and report to the incident within 36 hours of the order being placed. NOTE: Vendors shall comply with the "Driving Standard" requirements in the [National Wildfire Coordinating Group \(NWCG\) Standards for Interagency Incident Business Management](#). The 36-hour response time is intended to apply universally regardless of the distance between the vendor and the incident. In addition, the vendor must be able to demobilize from an incident within 24 hours of receiving notice from the Logistics Section Chief or Facilities Unit Leader.

NOTE: Vendors should limit their service level pricing to only those Geographic Areas where they can provide the minimum number of staff required (see Section 3.4), achieve a 36-hour response, and adhere to state and federal driving regulations and laws. In unique circumstances, leeway up to a 48-hour response time may be granted. This decision is at the discretion of the Ordering Official. Multiple requests by the vendor for a 48-hour response time may be grounds for agreement cancellation. A response time exceeding 48 hours will not be considered.

The vendor may need to provide service for up to or over 100 consecutive days at a single incident and shall ensure staff meet NWCG work/rest guidelines (see [NWCG Standards for Interagency Incident Business Management](#)).

For the purposes of this PWS, recycling is defined as diversion of materials from the solid waste (landfill or trash) stream.

3.0 Standardized Waste/Recycle Stream Management

The contractor shall provide on-site incident recycling services, including:

- 1) set-up/maintenance/tear-down of incident recycling equipment, (the equipment includes, but is not limited to: trash, recycling, food waste/compost¹ receptacles and stations, bags for lining trash and recycle receptacles, materials for creating cardboard "corrals," sorting tables, signage, personal protective equipment, etc.)
- 2) standardized on-site waste/recycle stream management (for collection and sorting of waste and recyclables),
- 3) processing back-hauled waste and recyclables from remote camps,
- 4) transporting recyclables to the nearest drop-off or processing center (to include documenting drop-off locations and quantities),
- 5) waste diversion tracking and reporting, and
- 6) recycle revenue management (when required/applicable)
- 7) recommended future recycling operation expansions and opportunities for best materials management practices

The minimum "primary recyclables" that must be managed as part of the "basic" service include:

- corrugated cardboard
- plastic #1 and #2
- mixed paper
- aluminum and tin cans
- non-perishable food items (see the [Good Samaritan Food Donation Act](#) for additional information on food donation)
- glass

The vendor is responsible for managing all "primary recyclables," regardless of the distance to the nearest recycle drop-off or processing center.

¹ Food waste/compost management service is optional and is not considered part of the "basic" trash/recycling services. For more information on composting service best practices, see section 5.0.

The Ordering Official may elect to exercise optional Pricing items at individual fire camps. These include:

- used cooking oil²
- batteries (all types)
- wood (pallets)
- scrap metal
- food waste/compostables (organic materials such as uneaten food scraps, expired or uneaten meat, dairy, etc.) *

NOTE: The contractor is responsible for notifying the Logistics Section Chief of whether food waste/compost management services are feasible for the incident, and if so, the proposed methodology for a successful program. This includes explaining what the local food waste/compost outlet will accept and how the food waste/compostable material will be collected and transported from the incident. *If the Logistics Section Chief orders optional composting services, the contractor is responsible for collecting food waste from both “front of house” (near where dining services occur so food scraps from personnel can be gathered during meal times) and “back of house” (near the kitchen to collect compostable materials from cooking, this tends to be the leftover/over-prepared hot foods).* See Section 5.0 for more information on composting service best practices.

It is at the contractor’s discretion to determine specific material targets, equipment, staff, or other services needs beyond the minimum requirements (see section 3.4) that are required to achieve the minimum waste diversion thresholds for satisfactory performance (see Section 7.0). For example, the contractor may need to provide waste diversion/recycling services for additional items (outside of those designated as “primary” or “optional” as appropriate) to achieve the minimum waste diversion threshold as part of the “basic” service.

NOTE: The management of human waste, hazardous materials, brown grease (including grease mixed with cooking oil) are outside the scope of this PWS.

The contractor shall provide waste and recycle receptacles (and associated bags/liners) that are standardized in size, color, and signage across the entire camp (see Sections 3.1.1 – 3.3).

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

All landfill/recycle stations and receptacles provided by the contractor shall be **regularly monitored and emptied** during the entire operational shift. **The contractor-provided landfill waste or recyclable receptacles shall never overflow while the contractor is providing on-site recycling services on the incident.**

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

The contractor shall remove easily accessible recyclables from the dumpsters (e.g., unflattened cardboard boxes, pallets, etc.) in a safe manner with appropriate Personal Protective Equipment. This effort will decrease the volume of trash in the dumpster that is hauled to the landfill, while increasing the diversion rate. Refer to Exhibit F for additional safety requirements.

² Used cooking oil (sometimes called “Yellow Grease” or “Waste Vegetable Oil” is different from “Brown Grease”. Used cooking oil is a byproduct of frying or deep-frying foods and is primarily made from processed vegetable oil and can be recycled into new products. Brown grease is grease trap waste and can include animal fats, rotting food, dirty water, detergents, and other contaminants that make this material difficult or impossible to recycle using conventional methods. Brown grease from mobile kitchen units is outside the scope of this contract.

3.0.1 Government Responsibilities

The Government retains the responsibility for providing dumpster/roll-off service for trash at the fire camp. The Government is responsible for requesting waste haulers to document the amount of waste hauled (weight is preferred, however volume is acceptable), and providing this information to the recycling vendor for inclusion in their waste diversion calculations.

The recycling contractor is only responsible for managing the waste/recycle streams associated with the contractor-provided "recycle stations" and recycle center (see Section 3.1 for additional information). The Government is responsible for managing waste streams tied to all non-vendor provided trash cans or receptacles, including any containers used to manage brown grease from kitchen operations.

Personnel at small remote camps that currently back-haul trash will continue back-hauling trash, however the contractor shall provide them blue recycle bags and clear guidance on how to participate in the incident recycling program; see Section 4.0.

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

3.0.2 Contractor-Provided Incident Recycling Equipment

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

- Trash/Recycling Stations, Receptacles/Bins (see Section 3.1-3.3)
- Clear Plastic Bags for Lining Trash and Recycle Receptacles
- Blue, Semi-Transparent Plastic Bags with a recycle symbol, "recycle" text, or similar (for back-hauled recyclables)
- Safety/Snow Fence (for creating cardboard "corrals"), or equipment equivalent to effectively capture, sort, and store cardboard
- Signage (see Section 3.2 and 3.3 for more information)
- Personal Protective Equipment
- Sorting Tables (as required)

When optional services are ordered, additional contractor-provided equipment may include:

- Cooking Oil Collection Equipment
- Battery Collection Bins
- Food Waste/Compost Management Infrastructure (receptacles, liners, etc)

All contractor-provided waste management stations and receptacles shall be physically durable in harsh weather and properly secured to avoid blowing over in strong winds. If composting services are ordered, additional equipment requirements must be met (see Section 5.0).

3.1 Location, Type and Quantity of Landfill/Recycle Stations

This section describes the requirements for the contractor to provide Recycle Stations in the fire camps. An illustration of the location, type and quantity of landfill/recycle stations can be provided upon request.

The contractor may determine that additional landfill/recycle stations or receptacles are required to meet the 30% waste diversion requirement and will coordinate the positioning of these stations with the Facilities and Food Unit Leaders so that they are placed in approved, high traffic areas. Any additional landfill receptacles will always be placed adjacent to recycling receptacles to minimize contamination and confusion in the fire camp. This shall be reviewed and accepted by the Facilities and Food Unit Leaders.

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

In addition, the Logistics Chief will communicate with the contractor on most effective placement of waste diversion infrastructure across the incident operating locations. The contractor will provide recommendations related to waste reduction best practices. The Logistics Chief will evaluate the contractor's recommendations and serve as the final authority on placement and frequency of dumpster service. (Example: A past best practice includes replacing dumpsters in crew parking areas with Large "Triple" Recycle Stations (i.e., eliminating dumpsters in these locations). This enables fire camp personnel to easily participate in pre-sorting of waste and recyclables at the beginning and end of each shift, which boosts waste diversion results, while also dramatically decreasing dumpster costs).

3.1.1 Large "Triple" Recycle Stations

The Large "Triple" Recycle Station is considered a "one-stop-shop" for waste and recycling and consists of landfill and recycle receptacles (and appropriate signage) that are co-located in key, high-traffic areas of the fire camp.

Large "Triple" Recycle Stations consist of a minimum of three (3) co-located, side-by-side 50-64 gallon roll-carts (or similar) with appropriate signage and lid management to control (1) landfill, (2) plastic #1/#2 & aluminum/tin cans ("bottles and cans"), and (3) mixed paper (or other mixed recycling). Other recycle streams may be collected here as appropriate.

Large "Triples" are required at all of the following locations:

- Dumpsters or roll-offs in fire camp
- Incident Command Post (ICP) Office Area, e.g., conference or ballrooms, tents, yurts, trailers (final recycle station configuration may vary based on incident specific conditions, however the contractor shall ensure that ICP personnel have ready access to recycle stations).
- Kitchen/Catering
- Crew or Overhead sleeping areas
- Supply
- Recycle Center entrance
- Lunch/Water/Gatorade pick-up area entrance (commonly referred to as the "Refer" area)
- Morning/evening briefing area
- As directed by appropriate Logistics Official (Logistics Section Chief, Facilities Unit Leader, or Base Camp Manager)

In addition, the vendor will ensure a minimum of one (1) triple recycle station per 75 people is maintained in "main camp", "remote camp", or other significant operating location areas.

Additional recycle stations may be required to achieve the minimum 30% waste diversion rate and shall be placed at the contractor's discretion (and in coordination with the appropriate Logistics Official).

The contractor will ensure that trash receptacles placed in the camp always include at least one recycle receptacle (e.g., a "double" configuration). No trash receptacles are allowed as a stand-alone waste repository in the camp.

3.1.1.a Cardboard Collection Areas

The contractor shall establish cardboard collection areas (or "Cardboard Corrals") using safety/snow fence (or similar) that is properly staked. The Cardboard Corrals shall have appropriate signage and be placed in locations near the Large "Triples", where cardboard generation is high, or as directed by the appropriate Logistics Official.

3.1.1.b Cardboard Recycling Dumpsters

When the volume of cardboard generated by the incident exceeds 15 cubic yards per day, the recycle vendor will coordinate with the Facilities Unit Leader to determine if a cardboard recycling dumpster is appropriate/feasible. If the Facilities Unit Leader approves, the recycling vendor shall order and manage cardboard recycling dumpster(s) for the incident. Note: Payment for cardboard recycling dumpsters is addressed in Section 12.0 (and is not considered part of the “basic” daily rate).

3.1.2 Non-Perishable Food Collection

The contractor shall place (and manage) non-perishable food collection bins or containers (with appropriate signs) where appropriate to maximize the diversion of this material from the waste stream.

3.2 Standardized Color Scheme for Landfill and Recycle Receptacles

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

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

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

- Landfill = Grey, Black, or Brown
 - Waste that is destined for the landfill shall be managed in receptacles appropriately signed as “Landfill”. These receptacles shall be consistent in color across the entire fire camp and can only be one of the following colors: grey, black, or brown.
- Primary Recycling = Blue
 - Primary recycling items shall be managed in receptacles appropriately signed as “Recycle”. These receptacles shall be consistent in color across the entire fire camp. The contractor has discretion to assign any of the primary recyclables a separate color (and label) to minimize contamination and maximize waste diversion as appropriate (e.g., in some instances, different colored recycle bins may be required for separate paper and plastic collection). The intent, however, is to minimize confusion related to the waste diversion program for incident personnel by maintaining consistent, standardized recycle stations, signage, and color schemes.
- Specialty Waste/Recycling Streams = Contractor’s Discretion
 - Appropriately signed (and separately colored) recycling receptacles (or similarly colored plastic bags) shall be used to collect special items at the discretion of the Contractor to maximize waste diversion and recycle revenue on-site. For example, this could include the collection of bottles that qualify for the “Oregon Bottle Bill” (or similar) that have a high recycle revenue value.
 - Additionally, the special-colored recycling receptacles can be used for other specialty items such as batteries or glass to maximize waste diversion.
 - NOTE: Back-hauled recyclables shall be collected in contractor-provided bags that allow for these materials to be readily inspected for contamination and easy differentiated from landfillable waste (see section 4.0).

- Food Waste/Compost = Green
 - When ordered as an optional service, food waste/compostable materials shall be collected in appropriately signed green recycle receptacles and shall be appropriately signed as “Food Waste/Compost”.

3.3 Recycle Receptacle Signage

The contractor shall provide adequate landfill and recycling receptacles (with signs/labels) throughout the fire camp. Signage on the trash/recycling receptacles shall be in English and include basic instructions (and images) for incident personnel to quickly understand what waste or recycle streams are allowed in each type of receptacle.

Signage/labels can be integrated into the trash/recycle receptacle design or managed separately as a recycle station “topper” or recycle station “lid”. All signage/labels shall be displayed vertically on the trash/recycle receptacles and shall be heavy-duty, weather-resistant, and securely attached to the receptacles to minimize the risk of the signs/labels becoming airborne in extreme weather.

An example of clear, consistent, and easy-to-understand signage/labels that are considered acceptable can be found at Recycle Across America, <https://www.recycleacrossamerica.org/>.

3.4 Minimum Staffing and Haul Capacity

The contractor is expected to provide the appropriate number of personnel and adjust staffing and equipment to meet the minimum waste diversion threshold. However, minimum expectations should be met for all Service Levels as follows:

- **Service Level 1** (up to 250 personnel on the incident)
 - One (1) on-site recycling operations manager per incident (at the recycle center)
 - Minimum of one (1) additional on-site recycling staff member
- **Service Level 2-3** (up to 750 personnel on the incident)
 - One (1) on-site recycling operations manager per incident (at the recycle center)
 - Minimum of two (2) additional on-site recycling staff members
 - Minimum weekly recycle haul capability of 35 cubic yards (or 5 cubic yards of material generation per day)
- **Service Level 4-5** (up to 1,250 personnel on the incident)
 - One (1) on-site recycling operations manager per incident (at the recycle center)
 - Minimum of three additional on-site staff members
 - Minimum weekly recycle haul capability of 70 cubic yards (or 10 cubic yards of material generation per day)
- **Service Level 6** (up to 1,500 personnel on the incident)
 - One (1) on-site recycling operations manager per incident (at the recycle center)
 - Minimum of four additional on-site staff members
 - Minimum weekly recycle haul capability of 105 cubic yards (or 15 cubic yards of material generation per day)
- **Service Level 7-10**
 - Adjust to ensure at least one (1) on-site, dedicated recycling operations manager plus at least (1) on-site recycling staff member for every 350 personnel
 - Appropriate recycle haul capacity to ensure no recyclables are overflowing on the incident
- **Small Remote camps** (with less than 250 personnel)
 - Recyclables should be managed through the blue bag back-haul program or “as needed” pick-up service as appropriate (at the discretion of camp operations and logistics teams)

- **Large Remote camps** or other significant operating location with 250 or more personnel, on-site catering services, or as directed by Logistics staff
 - One (1) on-site, dedicated recycling staff member, plus one (1) additional on-site recycling staff member for every 350 personnel
 - Minimum daily recycle haul capacity of 3 cubic yards per remote camp

NOTE: The contractor may seek approval from Logistics to deviate from the staffing/equipment scenario above if a streamlined option exists that will deliver equal or better waste diversion results, however Logistics must approve deviations from the above expectations *in advance*.

4.0 Remote Camp Waste and Recycling

The contractor shall coordinate with the appropriate logistics officials to develop the most streamlined and efficient process for managing back-hauled waste and recycling from small remote camps, as-needed pick-up/haul recycle service, or on-site recycling services for large remote camps.

4.1 Back-Hauled Recyclables and Blue Bag Program

The contractor shall provide blue recycle bags to all Hot Shot crews, engine crews and other incident personnel that backhaul their trash (so they can back-haul recyclables in a “pre-sorted” manner).

All blue recycle bags shall have a recycle symbol, “recycle” text, or similar.

The contractor shall provide the Facilities Unit Leader, Logistics Section Chief, and remote camp personnel with clear direction for what back-hauled items belong in the blue bags. Directions should be provided verbally and through simple signage that is posted at blue bag recycle “stations” and as appropriate in the main fire camp. Whenever practicable, the contractor shall use standardized National Greening Fire Team incident recycling posters in conjunction with their signage program.

Blue bag recycle stations shall be established at the following locations:

- Lunch/Water/Gatorade pick-up area entrance (commonly referred to as the “Refer” area)
- Supply
- Recycle Center

Additional or different locations for blue bag recycle stations shall be coordinated with the Facilities Unit Leader.

The contractor shall post-sort the back-hauled waste and recycling as required to achieve maximum waste diversion from the landfill as part of their daily fee.

4.2 Recycle Collection at Remote Camps

Rather than process back-hauled recyclables, at the discretion of logistics officials, the vendor may be required to provide one (1) recycle station, cardboard corral, and “as needed” recycle pick-up/haul recycle service to remote camps. The contractor is provided the round-trip mileage rate when providing full waste management services at a remote location (i.e., spike camp) not co-located with the Incident Base Camp, when a remote camp is large enough to need dumpsters and other logistical support.

When remote camps or other significant operating locations have 250 or more personnel, a food catering service present, or as directed by the logistics official, the vendor will be required to provide dedicated, on-site recycling services at these locations IAW Section 3.0-3.4 of this PWS. In these instances, the contractor shall provide a

minimum of one (1) on-site, dedicated recycling staff member, plus at least one (1) additional on-site recycling staff member for every 350 personnel at the remote operating location.

The contractor shall service remote camp recycle stations with sufficient frequency to prevent overflow. In the event which the contractor must store recyclables overnight at remote camps, the contractor shall ensure these receptacles are critter-proof and properly secured to prevent spillage in the event of animal encounters. Since space availability can be a challenge in remote camps, the contractor may elect to utilize animal-proof trailers or trucks to store waste, however this should be coordinated with the appropriate logistics official.

5.0 Special Requirements 'BEST PRACTICES' for Optional Services

5.1 Food Waste/Compost Management Services

As noted in Section 3.1.2, the contractor is responsible for collecting non-perishable food as part of the basic daily rate. The contractor is also responsible for achieving the minimum performance threshold specified in Section 7.0 as part of the basic daily rate.

Optional food waste/compost management services apply to food and compostable material that can be diverted from the landfill (and that are above and beyond those items covered by the basic daily rate).

The contractor is responsible for assessing whether food waste/compost management services is feasible on the incident. When determining if composting is feasible the contractor should verify with local organic material outlets to determine acceptable materials for composting, including a facilities Polylactic Acid (PLA) policy, and clearly communicate specifics to incident personnel. If the contractor determines that an appropriate food waste/compost outlet is in close proximity to the incident, the contractor shall notify the Logistics Section Chief (LSC) that food waste/compost management services are feasible. The contractor shall also share their proposed methodology for a successful compost program, to include explaining what the local food waste/compost outlet will accept and how it will be collected and transported from the incident. The LSC determines whether to order the optional food waste/compost management services.

When food waste/compost management services are ordered, the contractor shall provide:

- On-site set-up/maintenance/tear-down of incident food waste/composting equipment including: animal-proof receptacles with liners (as appropriate), sorting tables, signage, personal protective equipment, and staffing
- Set-up: Compost receptacles should be set up back-of-house (near the kitchen to collect compostable materials from cooking, this tends to be the leftover/ over prepared hot foods), and front-of-house (near the dining area to collect compostable materials from personnel after eating).
- For every trash bin around the dining area a compost bin should be provided. The catering team maintains responsibility of the food trash bins, while contractors are responsible for compost bins.
- Empty bins when 50% full to avoid overflow and risk of fly and bee infestation.
- Signage should be changed for each incident so that "materials accepted" are specific to each incident. Label both compost and trash bins with what mealtime materials go in each and use different colors for composting and trash receptacles.
- Standardized collection and sorting of food waste/compostable material
 - Use different colored bins for trash and compost materials.
- Sanitary sorting and storage of all food waste/compostable material
 - At the end of each meal service, move all compostable material to an enclosed box truck that can be secured overnight, eliminating the potential for animal encounters.
 - Ensure all bins are properly signed and cleaned.
 - The contractor shall ensure the on-site collection of food waste/compostable material is managed to minimize odor and the attraction of pests, rodents, etc. in the fire camp. Any receptacles used to store food waste/compost overnight shall be "critter proof" with an appropriate latching or locking system that prevents raccoons/bears/skunks/and other similar animals from accessing the food waste/compostable material.

- Collecting/hauling/processing back-hauled food waste and compostable materials
 - Haul compostable material to local outlet daily, or every other day dependent on camp size to avoid food odors and compostable bag disintegration.
- Transporting food waste/compostables to the nearest outlet

5.2 Used Cooking Oil or “Yellow Grease”

If used cooking oil recycling management services are ordered, the vendor shall promptly coordinate with the Food Unit Leader (FDUL) and Caterer to ensure smooth communication and collaboration.

A location near the kitchen area will be designated for collecting full 5-gallon cooking oil buckets (and where empty buckets can be returned). The recycling vendor shall provide all necessary 5-gallon buckets to manage the used cooking oil on the incident.

The FDUL, recycling and catering vendors shall establish an ideal collection schedule that ensures the volume of cooking oil is properly managed and does not overflow.

Used cooking oil provided by the caterer shall only come from fryers (not from flat top grills or grease traps) and shall be strained of all food particles before being given to the recycling vendor. The recycling vendor shall not be responsible for used cooking oil provided by the caterer that is contaminated with brown grease or other materials. The recycling vendor shall provide the catering vendor with printed and laminated material to hang in their kitchens that describes how to properly collect used cooking oil.

6.0 Transportation of Recyclables

The contractor shall transport all recyclables collected on the incident to an appropriate recycle outlet. Vendors are provided the round-trip mileage rate when transporting incident recyclables to the nearest recycle outlet.

The contractor shall minimize emissions tied to travelling to/from the incident to the nearest appropriate recycle outlet. The contractor shall be prepared to provide documentation supporting roundtrip mileage if asked. Shift Ticket coordination with logistics officials is encouraged. The contractor shall also document steps taken to minimize emissions tied to transporting recyclables to the nearest recycle outlet in the final waste diversion report.

The contractor *will be/is* responsible for any associated fees as it relates to processing recyclables and shall not be separately reimbursed for these fees. (Note: The contractor is *not* responsible for renting any landfill dumpsters, nor any landfill-bound waste transportation/tipping fees; see Section 3.0).

Clear and legible copies of recycling receipts obtained from recycle outlets shall be submitted as part of the final, written Incident Waste Diversion Report to the Government-designated official as back-up/supporting documentation (see Section 7.1.3). Receipts shall also be available to the Logistics Section Chief within 24 hours of request.

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

7.0 Waste Diversion Performance Thresholds

The incident recycling company shall provide sufficient recycling equipment to achieve a minimum, documented 30% reduction in the actual amount of incident trash hauled to landfills as part of the basic daily rate. The contractor shall adjust the total amount of the recycling equipment, staff, and services as needed to achieve the minimum 30% waste diversion rate.

If the contractor is not able to demonstrate a minimum 30% waste diversion rate by the first week of providing on-site incident recycling services, the Ordering Official will coordinate with the Contracting Officer and/or (COR) Contracting Officer Representative and request the contractor fully demobilize.

Extenuating circumstances may exist that prevent the contractor from limiting the total incident trash to the landfill. In such instances, documentation (with photos as appropriate) shall be provided to the Contracting Officer and/or COR with a request to receive a waiver from the minimum performance criteria.

7.1 Waste Diversion Reporting

The contractor shall document the *daily* Incident Management Situation Report (IMSR) headcount of incident personnel (or number of dinner meals ordered, as appropriate), Service Level, Total Mileage (if appropriate), and quantity of any additional line items managed on each commercial invoice/shift ticket. Data provided on the commercial invoice/shift ticket should align with information recorded in the Real-Time Incident Waste and Recycling Log as well as the final report.

7.1.1 Real-Time Incident Waste and Recycling Log

The contractor shall document all real-time recycle haul "events", to include the recycle commodity, date hauled, weight, location hauled *from*, and location hauled *to*. Trash haul "events" should also be recorded using actual weight and cost slips (the contractor shall request this data from the Logistics staff responsible for reviewing trash hauling invoices). In cases where the trash weight slips/receipts cannot be obtained, the contractor shall provide a reasonable estimate based on the number of trash dumpsters and haul frequency. (A sample "Real-Time Incident Waste and Recycling Log" is provided in Attachment 1 as an example).

While on the incident, the contractor shall be capable of providing Logistics staff a summary of the total pounds recycled to date, where the recyclables were taken, receipts, and estimated diversion rate within 24 hours of being requested to provide this information. In addition, the recycling vendor shall support requests from the Logistics Section Chief to develop messaging related to the recycle progress to date for inclusion in the Incident Action Plan (IAP). IAP recycle message templates and other related tools/resources will be maintained on the incident recycling website: <https://www.fs.usda.gov/managing-land/fire/sustainable-ops/incident-recycling>.

At a minimum, the vendor shall provide a summary of all recycle data to the Logistics Section Chief to include in their end-of-assignment documentation (typically every two weeks).

The Real-Time Incident Waste and Recycling Log shall be included in the "Final, Written Waste Diversion Report" and available to the Contracting Officer and COR in electronic format on request.

7.1.2 End of Incident Total Waste and Recycling - ArcGIS Survey123 Reporting

No later than seven (7) days after demobilization, the contractor shall enter and submit their "grand total" waste and recycling data via the ArcGIS Survey123 tool. Instructions for entering this data are available at: <https://www.fs.usda.gov/managing-land/fire/sustainable-ops/incident-recycling>. This data should be supported by (and align with) the "Real-Time Incident Waste and Recycling Log".

This data will be made available to the public via the National Greening Fire Team's Incident Recycling Dashboard at: <https://www.arcgis.com/apps/dashboards/be4ef87de6d84d08a3135919269b3446>.

7.1.3 Final, Written Incident Waste Diversion Report

No later than November 20, 2024, the contractor shall electronically submit the final, written Incident Waste Diversion Reports to the Contracting Officer and/or COR. All efforts shall be made to ensure the content in the report is non-proprietary when submitted. Any proprietary information shall be clearly identified in the report. The Government shall provide a Microsoft Word template report that can be used by the recycling vendor. Final reports shall be Section 508 compliant (see: <https://www.section508.gov/>).

This report shall align with the real-time incident waste and recycling log and Survey123 "grand total" data and include the following information:

- Vendor Name
 - Contact information
- Dates of service
 - Date mobilized
 - Date arrived
 - Date demobilized
 - Date report was published/sent
- Incident General Information
 - Incident Name
 - Location
- Incident Management Teams
 - GACC,
 - Team Name(s)
 - Incident Commander(s)
 - Logistics staff overseeing the recycling program (name, incident management team, and contact information if available)
 - Minimum, maximum, and average number of personnel receiving recycling services on the incident (per camp if possible); the source of headcount data should be described also
- Diversion Summary
 - Include a list of material by commodity type and the associated weight
 - Explain any assumptions tied to any estimated quantities
 - If possible, the contractor shall provide recommendations on an appropriate "incident trash volume to weight" conversion factor. This input should be based on representative field samples from the incident (using appropriate Personal Protective Equipment). These recommended trash volume to weight conversion factors may be used in lieu of EPA conversion factors in the future to increase the accuracy of waste diversion calculations.
- Waste and Recycling Service Locations and Receipts
 - Include a list of all recycle outlets utilized during the service period to include:
 - Name
 - Commodity type
 - Location
 - Recycling Receipts
 - Dates of visits (include all dates if location was visited more than once)
- Photos
 - A minimum of two photos demonstrating the on-site recycling services from the incident
 - All photos shall have a date and captions that document where and when the photo was taken as well as a brief description of the photo
- BPA Inspection and Performance Evaluation
- Additional Optional Information
 - Extenuating or unique circumstances
 - Carbon offset analysis
 - Estimated cost savings from reduced trash hauling
 - Individuals that significantly impacted the success of the program
 - Lessons learned related to waste stream management at this incident (including unique reduction or re-use strategies), as well as any recommendations for future improvement to overall waste management operations on incidents.
 - Safety best practices or concerns
 - Suggestions for improvement

7.1.4. Quality Control

Data integrity, transparency, and accountability are vital to this program. The contractor shall provide sufficient quality control to ensure the data provided on the daily commercial invoice aligns with the Real-Time Incident Waste and Recycling Log, which in turn supports and aligns with the waste and recycling totals submitted using ArcGIS Survey123 (and the final, written Incident Waste Diversion Report).

7.1.5. Waste Diversion Reporting Compliance

If the contractor does not comply with the requirements above, non-compliance will be documented, and the contractor will have 30 days to fully resolve the deficiency. Immediately following the issuance of the non-compliance memorandum, the contractor's agreement will be suspended, and the contractor will be considered unavailable for orders against this Incident Blanket Purchase Agreement. Failure to resolve the non-compliance will result in cancellation of the agreement for incident recycling services and may impact consideration for future agreements related to incident recycling services.

8.0 Recycle Revenue Management

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

9.0 Communication, Education, Coordination

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

The contractor shall play an active role in educating incident personnel on their participation in "pre-sorting" waste and recycling streams. This includes passive education such as simple, easy-to-read and understand signage as well as verbal education as required near recycle stations and receptacles. Standardized Greening Fire Team (GFT) incident recycling posters shall be used on-site at incidents whenever possible. The most current electronic version of these posters will be maintained on the GFT public website at: <https://www.fs.usda.gov/managing-land/fire/sustainable-ops/incident-recycling>. The contractor shall coordinate with Logistics and Public Information Officers to determine most appropriate locations for GFT incident recycling posters. The contractor shall be responsible for any printing or laminating of recycling posters needed for the incident. If the contractor experiences undue resistance from incident personnel, the contractor shall contact the Facilities Unit Leader to assist in resolving issues.

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

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

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

10. Services Delivery Summary (SDS)

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

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

11.0 Historic Incident Recycling Services

The number of requests for on-site incident recycling will vary, depending on fire activity.

12.0 Pricing Schedule

Contractors are expected to provide service in accordance with the PWS for all Service Levels (up to 3,000 personnel) for the Geographic Areas in which they provide pricing. Offerors must submit pricing for at least one Geographic Area (all Service Levels). In cases where the contractor does not wish to service a Geographic Area, the contractor should annotate "N/A" in the appropriate Pricing Schedule Item Box.

The "base bid" daily rate for each Service Level includes on-site incident recycling service for the main camp, ICP, and all small remote camps or small operating locations with back-hauled recyclables or periodic recycle collection needs.

By default, the daily headcount of total personnel (for the Service Level determination) will be based on the number of personnel reported in the National Interagency Coordination Center Incident Management Situation Report (IMSR). The most current daily Situation Report is posted at: <https://www.nifc.gov/nicc/sitreprt.pdf>. Archived Situation Reports are available at: <https://www.predictiveservices.nifc.gov/intelligence/archive.htm>. To understand the IMSR, read: https://www.predictiveservices.nifc.gov/intelligence/Reading_the_Situation_Report.pdf.

In cases where on-site recycling services are ordered for one or more zones or areas in a "complex" fire, or when the number of dinner meals ordered or served substantially differs from the IMSR, the *number of dinner meals ordered* or served (whichever is larger) should be used as the basis for the Service Level determination (this information should be obtained from the Food Unit Leader(s)).

Vendors are provided the round-trip mileage rate when providing full waste management services at a remote location (i.e., spike camp) not co-located with the Incident Base Camp, when a remote camp is large enough to need dumpsters and other logistical support. Vendors are also provided the round-trip mileage rate when transporting incident recyclables to the nearest recycle outlet. Mileage is NOT for Mobilization/Demobilization.

The optional waste diversion services are considered "additional", have individual units of measure, and should be priced accordingly for each Geographic Area. Food waste/compost management services can only be ordered with approval from the Logistics Section Chief.

The contractor will be reimbursed (at cost) for providing cardboard recycling dumpster(s) IAW Section 3.1.1.b. The contractor shall provide documentation (paid invoices) to receive reimbursement for cardboard recycling dumpster costs.

* Note: Starting on the date the vendor receives their resource order, a flat mobilization fee will be paid at 1.5 times the corresponding daily rate. Similarly, starting on the date the vendor receives their demobilization order, the vendor will be paid a flat demobilization fee at 1.5 times the corresponding daily rate (regardless of the number of travel days). For example:

- If the vendor receives an order on a Tuesday, arrives at the incident on Wednesday (and starts providing full recycling services on Wednesday), the vendor will be paid: 1.5x rate for Tuesday and a 1x daily rate for Wednesday.

- If the vendor receives an order on a Tuesday, arrives at the incident on Thursday (and starts providing full recycling services on Thursday), the vendor will be paid: 1.5X the daily rate for 1 day only (to include Tuesday and Wednesday) and 1X daily rate for Thursday.
- If the vendor receives a demobilization order on a Thursday, the vendor will be paid: 1X the daily rate for Thursday and 1.5X the daily rate for Friday (as a flat demobilization fee).

No other travel or mileage fees will be paid in relation to mobilization or demobilization (See Section D.21.8).

Attachment 1: Sample Real-Time Incident Waste and Recycling Log and Invoice Tool

The contractor shall track waste and recycling data IAW provided instructions and Section 7.1.1 of the PWS. A sample log is provided below (see "Daily Trash Recycle Main Camp" tab).

In addition, the contractor shall submit a commercial invoice for daily services. The Government shall provide a tool for documenting the daily service line items (see "Daily Invoice Tool" tab).

Contract Administration

SECTION A – RESERVED

SECTION B - INTRODUCTION

B.1-- BPA USE AND INTENT

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

B.2-- PRICING AND ESTIMATED QUANTITY

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

contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

B.3-- BASIS OF AWARD

(a) The Government will award a sufficient number of Incident BPAs anticipated to meet incident resource needs resulting from this solicitation to responsible quoters whose quotes conforming to the solicitation will be advantageous to the Government, price and other factors considered. The number of BPAs awarded will be determined based upon historical usage and other relevant data such as predictive services information, available personnel to administer agreements, etc.

(b) Awards to a Government employee or to a business concern or other organization owned or substantially owned or controlled by one or more Government employees is prohibited (FAR Subpart 3.6). Public law (18 U.S.C. 208) is additionally established to avoid conflicts of interest between employees interests and their Governmental duties. Casuals hired under the Administratively Determined (AD) Pay Plan shall avoid decisions or recommendations to include, but not limited to: supervision, hiring, ordering, or recommending payments that directly or indirectly affect a company or contractor the casual has any ownership or employment with or for that company or contractor assigned to an incident (NWCG Standards for Interagency Incident Business Management PMS 902).

Evaluation Overview

All proposals will be evaluated based on technical, past performance, and cost factors.

Factor 1 - Technical Evaluation factors include:

1. Key Personnel
2. Waste Diversion Experience and Industry Knowledge
3. General Approach and Understanding of Requirements

Factor 2 – Past Performance

Factor 3 - Cost

All Evaluation Factors are of equal importance.

Acceptable Offerors will be prioritized for agency personnel – i.e. Buying Teams, Dispatch, etc. in each Geographic Area based on Best Value.

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

Evaluation Criteria/Methodology Definitions

Adjectival Rating	Definition
Exceptional	Quote/Offer contains no deficiencies and fully addresses all aspects of the criteria and demonstrates an excellent approach/solution and understanding of the requirements. Many strengths exist, far outweighing any weaknesses. The highest quality of contract performance is anticipated with very low risk.
Very Good	Quote/Offer contains no deficiencies; fully addresses all aspects of the criteria and demonstrates a very effective approach/solution and understanding of the requirements. Some weaknesses may exist; however, the weaknesses, if any, are outweighed by strengths. A high quality of contract performance is anticipated with low risk.
Satisfactory	Quote/Offer contains no deficiencies; addresses all aspects of the criteria and demonstrates an adequate approach/solution and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. A quality contract performance is anticipated with an acceptable amount of risk.
Marginal	Quote/Offer may contain deficiencies; fails to address all of the criteria and does not demonstrate an adequate approach/solution or understanding of the requirements. One or more weaknesses exist which are not offset by strengths. Contract performance is anticipated with high risk.
Unsatisfactory	Quote/Offer contains many deficiencies and does not address all aspects of the criteria and/or does not present evidence demonstrating an adequate approach/solution and understanding of the requirements. Many weaknesses and/or omissions exist creating an unacceptable risk.

Factor 1 – Technical Evaluation Factors

Subfactor 1.1 – Key Personnel

Submission Requirements:

The Offeror shall provide the resume of their proposed Operations Manager and any other key personnel demonstrating that they possess at least two (2) years of experience implementing and managing on-site waste diversion services for large events (with attendance over 500 people per day) over multiple days (preferably at firefighting camps).

Evaluation Criteria/Methodology:

Adjectival Rating

Subfactor 1.2 – Waste Diversion Experience and Industry Knowledge

Submission Requirements:

Up to three waste diversion reports should be provided as documentation of experience measuring, documenting, and achieving waste diversion results for large events (with attendance over 500 people per day) over multiple days (preferably at firefighting camps). The Offeror should highlight those cases when their highest diversion rates were achieved (and particularly when these cases were recent and relevant to the scope of services described in this PWS).

Additionally, the Offeror should describe their industry knowledge as it relates to waste diversion and material recovery. This can be evidenced by participation in the National Recycling Coalition or similar state or local-based recycling coalition, association, alliance, or similar.

Evaluation Criteria/Methodology:

Adjectival Rating

Subfactor 1.3 – General Approach and Understanding of Requirements

Submission Requirements (in four pages or less):

The Offeror shall describe their general approach (and experience) providing all of the “basic” and “optional” waste diversion services described in this PWS, to include the Offeror’s approach to meeting the mobilization, demobilization, and work/rest requirements, as well as staff training considerations tied to proper waste management and recycling practices on incidents.

In addition, the Offeror shall demonstrate their understanding of the recycle station equipment and hauling requirements outlined in this PWS by providing a summary of their operational capacity and photos/images of their recycling equipment, signs, collecting/sorting processes, and vehicle capabilities.

Evaluation Criteria/Methodology:

Adjectival Rating

Factor 2 - Past Performance

The Offeror must provide at least two examples of past performance evaluations from previous clients (see **Past Performance Questionnaire**). Past performance information should include vendor and client contact information, client response to the questions below, as well as a brief description of the waste diversion effort, location, duration, number of people on-site, and waste diversion results achieved.

Overall past performance evaluation will be based on the relevance of size and scope of each on-site recycling management project listed in the proposal that pertain to the work described in this RFQ. The relevancy of past performance will be evaluated based on the Relevancy Ratings below.

The government may obtain and evaluate past performance from sources other than those identified in the quote. Failure to provide past performance information or past performance that is similar in scope will result in the lowest possible rating for this factor.

Relevancy Rating	Description
Relevant	Past/present performance effort involved much of the similarity, magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Past/present performance effort involved some of the similarity, magnitude of effort and complexities this solicitation requires.
Not Relevant	Past/present performance effort did not involve any of the similarity, magnitude of effort and complexities this solicitation required.

Factor 3 - Cost

Price reasonableness will be evaluated for all "base" and "optional" pricing items. Price reasonableness may be based upon competition, government estimates, commercial pricing, historical data, etc.; generally, reasonable pricing that is low is a factor in determining Best Value.

Offerors shall submit pricing for all Geographic Areas where they can provide on-site recycling services in accordance with the PWS. Offerors must submit pricing for at least one Geographic Area (all Service Levels) in order for the cost proposal to be considered "complete".

Past Performance Questionnaire

Vendor Contact Information (Name, Email, Phone):

Client Contact Information (Name, Email, Phone):

Brief Description (Waste Diversion Effort, Location, Duration, Number of People on Site, and Waste Diversion Results Achieved):

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

Adjectival Rating	Definition
Exceptional	Quote/Offer contains no deficiencies and fully addresses all aspects of the criteria and demonstrates an excellent approach/solution and understanding of the requirements. Many strengths exist, far outweighing any weaknesses. The highest quality of contract performance is anticipated with very low risk.
Very Good	Quote/Offer contains no deficiencies; fully addresses all aspects of the criteria and demonstrates a very effective approach/solution and understanding of the requirements. Some weaknesses may exist; however, the weaknesses, if any, are outweighed by strengths. A high quality of contract performance is anticipated with low risk.
Satisfactory	Quote/Offer contains no deficiencies; addresses all aspects of the criteria and demonstrates an adequate approach/solution and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. A quality contract performance is anticipated with an acceptable amount of risk.
Marginal	Quote/Offer may contain deficiencies; fails to address all of the criteria and does not demonstrate an adequate approach/solution or understanding of the requirements. One or more weaknesses exist which are not offset by strengths. Contract performance is anticipated with high risk.
Unsatisfactory	Quote/Offer contains many deficiencies and does not address all aspects of the criteria and/or does not present evidence demonstrating an adequate approach/solution and understanding of the requirements. Many weaknesses and/or omissions exist creating an unacceptable risk.

B.4-- UNRESTRICTED

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

- (1) Multiple awards of BPAs resulting from this solicitation will be made to responsible business concerns.
- (2) Ordering procedures will be determined by the method described in D.6.3; no advantage will be given for business size or status in an unrestricted solicitation.

B.5-- SUMMARY

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

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

SECTION C - CONTRACT CLAUSES

Updated through FAC 2023-06, Effective 4 DEC 2023

C.1-- 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2024)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)(section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023)(Section 1634 of Pub. L. 115- 91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801)
- (6) 52.233-3, Protest After Award (AUG 1996)(31 U.S.C. 3553)
- (7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

X (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence communitysee FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282(31 U.S.C. 6101 note).

(6) [Reserved]

(7) 52.204-14, Service Contract Reporting Requirements (OCT 2016)(Pub. L. 111-117, section 743 of Div. C).

_(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

_(10) 52.204-28, Federal Acquisition Supply Chain Security Act OrdersFederal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115390, title II).

_(11)(i) 52.204-30, 52.20430, Federal Acquisition Supply Chain Security Act OrdersProhibition. (DEC 2023) (Pub. L. 115390, title II).

_(ii) Alternate 1 (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (31 U.S.C. 6101 note).

_(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)(41 U.S.C. 2313).

_(14) [Reserved]

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

_(16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022)(if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_(17) [Reserved]

X (18)(i) 2.219-6, Notice of Total Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).

_(ii) Alternate I (MAR 2020).

_(19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).

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

X (20) 52.219-8, Utilization of Small Business Concerns (SEP 2023)(15 U.S.C. 637(d)(2) and (3)).

_(21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023)(15 U.S.C. 637(d)(4)).

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

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

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

_(v) Alternate IV (SEP 2023) of 52.219-9.

X (22) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

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

_(23) 52.219-14, Limitations on Subcontracting (OCT 2022)(15 U.S.C. 637(a)(14)).

_(24) 52.219-16, Liquidated Damages - Subcontracting Plan (SEP 2021)(15 U.S.C. 637(d)(4)(F)(i)).

X (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657 f). (NOTE: This clause is applicable if the solicitation is set aside for Service- Disabled Veteran-Owned Small Businesses. See Block 10 of the SF-1449 for solicitation set aside action.)

X (26)(i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2023)(15 U.S.C. 632(a)(2)).

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

X (27) 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022)(15 U.S.C. 637(m)). NOTE: This clause is applicable if the solicitation is set aside for EDWOSB or WOSB. See Block 10 of the SF-1449 for solicitation set aside action.

X (28) 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022)(15

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

(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(30) 52.219-33, Nonmanufacturer Rule (SEP 2021)(15 U.S.C. 637(a)(17)).

(31) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(32) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (NOV 2023)(E.O. 13126).

(33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

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

(ii) Alternate I (JUL 2014) of 52.222-35.

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

(ii) Alternate I (JUL 2014) of 52.222-36.

(37) 52.222-37, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212).

(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021)(22 U.S.C. chapter 78 and E.O. 13627).

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

(40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)

(41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)(E.O. 13693).

(44)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (JUN 2014)(E.O. 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(45)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (JUN 2014)(E.O. 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(46) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020)(42 U.S.C. 8259b).

(47)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)(E.O. 13513).

(49) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(50) 52.223-21, Foams (JUN 2016) (E.O. 13696).

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

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

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

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

(53)(i) 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act (NOV 2023)(19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42 and 112-43).

(ii) Alternate I [Reserved]

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

(iv) Alternate III (NOV 2023) of 52.225-3.

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

(54) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301

note).

X (55) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021)(E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_(56) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

_(57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007)(42 U.S.C. 5150).

_(58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)(42 U.S.C. 5150).

_(59) 52.229-12, Taxon Certain Foreign Procurements (FEB 2021).

_(60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).

_(61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).

X (62) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)(31 U.S.C. 3332).

_(63) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

_(64) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

_(65) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_(66) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

_(67)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the

disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause -
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)(41 U.S.C. 3509).
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (NOV 2023) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023)(Section 1634 of Pub. L. 115- 91).
 - (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)(Section 889(a)(1)(A) of Pub. L. 115-232).
 - (v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
 - (vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders Prohibition. (Dec 2023) (Pub. L. 115390, title II).
 - (B) Alternate 1 (DEC 2023) of 52.204-30
 - (viii) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (4) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (5) 52.222-26, Equal Opportunity (SEP 2015) (E.O. 11246).
- (6) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (7) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C. 793).
- (8) 52.222-37, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212)
- (9) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222- 40.
- (10) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
- (xvi)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021)(22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O 13627).
- (xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014)(41 U.S.C. chapter 67).
- (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014)(41 U.S.C. chapter 67).
- (xix) 52.222-54, Employment Eligibility Verification (MAY 2022)(E.O. 12989).
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)(E.O. 13706).
- (xxii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016)(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020)(42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

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

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

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (NOV 2023)

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

52.212-4 -- Contract Terms and Conditions Commercial Items (NOV 2023) 52.223-1 -- Biobased Product Certification (MAY 2012).

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

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

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

52.245-1 -- Government Property (SEP 2021)

C.2.1 -- ADDITIONAL INFORMATION REQUIRING VENDOR CERTIFICATION.

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

C.2.2 -- ASSIGNMENT OF CLAIMS.

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

C.3-- PLACE OF PERFORMANCE AND PERFORMANCE PERIODS

C.3.1 -- AGREEMENT PERIOD.

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

NO ORDERS OR PAYMENTS ARE GUARANTEED DURING THE DURATION OF THE AGREEMENT PERIOD, REGARDLESS OF LENGTH. Each BPA Call is initiated, administered, and invoiced/paid through the Incident Host Agency, which may or may not be the US Forest Service. Vendor is advised to retain all paperwork received and to work directly with the Incident Host Agency representatives (IMTs) on incident site-specific requirements (Safe worksite practices, self-sufficiency, per diem, etc.) as well as all invoicing (corrections, payment status, etc.). Note: D.21.8.1 - Rates of Payments. Payment will be at the rates specified in the agreement that is in effect at the time of the order.

REMINDER: IT IS THE VENDORS SOLE RESPONSIBILITY TO ADHERE TO

ALL LABOR LAWS TO INCLUDE PROVIDING THE REQUIRED WORKERS COMPENSATION INSURANCE TO ALL EMPLOYEES. EACH INDIVIDUAL PERFORMING UNDER THIS AGREEMENT IS A SERVICE EMPLOYEE BY DEFINITION. The Government will not track, record, or manage contractor insurance records or training records under this agreement. Insurance coverage and company employee documentation is the sole responsibility of the contractor. Agreement is valid three years from the date of original award.

An annual review will be conducted and at the discretion of the Contracting Officer, Contractors may be offered an opportunity to adjust their prices during that review period. If a revised price is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect.

- (a) Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.
- (b) Any order issued during the effective period of this agreement and not completed within that period shall be completed by the Contractor prior to release from the ordered incident assignment. The agreement shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the agreements effective period.

C.3.2-- START WORK.

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

C.3.3-- AGREEMENT CANCELLATION.

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

C.4-- AUTHORIZED PERSONNEL TO PLACE ORDERS

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

C.5-- CLAIM SETTLEMENT AUTHORITY

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

C.6-- CHANGES TO AGREEMENTS

Changes to Agreements may only be made by the original signing procurement official, Designated Administrative Contracting Officer, or a designated successor contracting officer. If the original signing procurement official or designated successor contracting officer is not available and adjustments are deemed appropriate, an Emergency Equipment Rental Agreement (EERA) shall be executed at the incident and shall be applicable ONLY for the duration of that incident. The EERA must include the name and location of the incident.

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

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

C.8-- LOSS, DAMAGE, OR DESTRUCTION

- (a) The Government shall not be liable for any loss, damage or destruction of equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The contractor is responsible for properly securing equipment, operating all equipment within its operating limits, and is responsible for safety of the equipment.

C.9-- FIREARM - WEAPON PROHIBITION

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

C.10-- HARASSMENT FREE WORKPLACE

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

SECTION D - RESOURCE INFORMATION

D.1-- SCOPE OF AGREEMENT

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

D.2-- EQUIPMENT REQUIREMENTS

D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

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

D.2.1.1 -- Contractor Provided Personal Protective Equipment.

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

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

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

(3) SAFETY GLASSES and GLOVES: Appropriate safety glasses and puncture resistant gloves should be worn when handling trash/recyclables.

D.2.1.1.1-- Optional Items.

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

D.2.2 -- VEHICLE LICENSING REQUIREMENTS.

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

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

D.2.2.3 -- TRANSPORTATION.

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

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

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

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

D.2.2.3 -- Biobased Products. This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at: <http://www.biopreferred.gov/>.

D.3 -- PERSONNEL REQUIREMENTS

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

D.3.1 -- [RESERVED]

D.3.2 -- ENGLISH SPEAKING REQUIREMENT.

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

D.4 -- EQUIPMENT RELIABILITY

- (a) The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.
- (b) The Government reserves the right to conduct inspections at any time.

D.5 -- RESERVED

D.6 -- ORDERING PROTOCOL FOR RESOURCES

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

D.6.3 – ORDERING PROCEDURES FOR RESOURCES.

D.6.3.1 – Following agreement award, each request for services under the Incident Blanket Purchase Agreement shall be placed by authorized personnel as outlined at C.4. Ordering activities will place orders in a competitive environment to contractors offering the Best Value for the Government. The Government intends to evaluate Best Value based on technical experience, past performance, price, and vendor availability.

D.6.4 -- INFORMATION REQUIRED WHEN PLACING ORDERS.

D.6.4.1 -- Information Provided to the Contractor.

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

D.6.5 -- DISPATCHING PROCEDURES.

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

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

D.6.6 -- EMERGENCY INCIDENT DRIVING.

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

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

- (a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.
- (b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:
 - (1) Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel.
 - (2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.
 - (3) With the Governments agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

D.6.8 -- DEMOBILIZATION.

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

D.6.9 -- RELEASE.

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

D.7 -- PROPERTY

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

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

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

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

D.9 -- LAUNDRY SERVICE

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

D.10 -- CAMPSITE

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

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

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

D.11 -- COMMISSARY

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

D.12 -- TIMEKEEPING

Refer to D.21.9.2

D.13 -- CONTRACTOR'S REPRESENTATIVE

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

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

D.14.1 -- FIRST AID RESPONSIBILITY

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

D.14.2 -- MEDICAL INSURANCE

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

D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

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

D.16 -- RESERVED

D.17 -- INCIDENT INSPECTION

- (a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections. The BPA inspection checklist is available at: <https://www.fs.usda.gov/managing-land/fire/sustainable-ops/incident-recycling>
- (b) If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, vendor agreement will be suspended and considered unavailable for orders until such time that the resource is brought into compliance and re-inspected at the Government's convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 -- INSPECTION DOCUMENTATION

The Contractor shall include any completed copies of the BPA inspection checklist in their final written waste diversion report.

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

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

D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

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

D.19 -- BUSINESS RELATIONS IN GENERAL

- (a) All work under this Agreement shall be performed in a safe manner to a professional standard. The goal of performance under this Agreement is the support of recycling at the incident. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.
- (b) Contractor shall be responsible for ensuring all of its employees wear proper incident attire, as follows (PPE, if required for specific resources, will be detailed in the agreement at D.2):
 - a. FOOTWEAR: Closed toe shoes must be worn while providing services on an incident assignment. Sandals and/or flip flops are not acceptable footwear while working on an incident.
 - b. CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans.

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

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

D.19.1 -- INCIDENT BEHAVIOR.

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

D.20 -- PERFORMANCE EVALUATIONS

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

D.21 -- PAYMENTS

Payments will be made in accordance with D.21.8.

D.21.1 -- [RESERVED]

D.21.2 -- WITHDRAWAL OF RESOURCE(S)

Refer to D.21.8.3(b)

D.21.3 -- REPAIRS

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

D.21.4 -- OPERATING SUPPLIES

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

D.21.5 -- REMAIN OVERNIGHT ALLOWANCE (RON)

- (a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.
- (b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.
- (c) If warranted by a lack of available lodging at established rates, actual lodging expenses may be authorized. Authorization must be coordinated in advance and documented in writing by a Host Agency Administrator (AA) or local Agency Incident Business Specialist on either an ICS-213 general message form in or in the remarks on the Resource Order (RO). Actuals will not exceed the current FTR allowances per FTR Bulletin 18-09 or latest published bulletin calculating actual expense reimbursement located here: <https://www.gsa.gov/policy-regulations/regulation/federal-travel-regulation?gsaredirect=fttr>.

- (d) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at www.gsa.gov.
- (e) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.
- (f) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the supporting documentation. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

D.21.6 -- FOOD & DRINK

- (a) Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.
- (b) After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.
- (c) The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

D.21.7 -- ORDER CANCELLATION

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

D.21.8 -- PAYMENTS

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

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

- (a) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- (b) Refer to D.21.8 for price structure and any payment specifics.
 - Starting on the date the vendor receives their resource order, a flat mobilization fee will be paid at 1.5 times the corresponding daily rate. Similarly, starting on the date the vendor receives their demobilization order, the vendor will be paid a flat demobilization fee at 1.5 times the corresponding daily rate. No other travel or mileage fees will be paid in relation to mobilization or demobilization. For example:
 - If the vendor receives an order on a Tuesday, arrives at the incident on Wednesday (and starts providing full recycling services on Wednesday), the vendor will be paid: 1.5x rate for Tuesday and a 1x daily rate for Wednesday.

- If the vendor receives an order on a Tuesday, arrives at the incident on Thursday (and starts providing full recycling services on Thursday), the vendor will be paid: 1.5X the daily rate for 1 day only (to include Tuesday and Wednesday) and 1X daily rate for Thursday.
- If the vendor receives a demobilization order on a Thursday, the vendor will be paid: 1X the daily rate for Thursday and 1.5X the daily rate for Friday (as a flat demobilization fee).

D.21.8.1.1 -- The vendor will be paid for mileage only when providing on-site recycling services IAW Section 4.2, 6.0, and 12.0 of this PWS.

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

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

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

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

D.21.8.3 -- Exceptions

- (a) No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the supporting documentation versus the designated shift, as shown on the Incident Action Plan.
- (b) If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- (c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.
- (d) No payment will accrue when the contractor is off shift in compliance with the mandatory Work/Rest and Length of Assignment provisions. Refer to D.6.7.

- (e) Deductions. Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.
- (f) Reassignment of resources. Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

D.21.9 -- INVOICING PROCESS.

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

D.21.9.2 -- After each operational period worked, time may be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked.

D.21.9.3 -- The Finance Unit or designated representative will receive vendors commercial invoices and documents providing itemized breakdown charges. The Government will verify the Contractors time on the commercial invoice (preferred; sample invoice provided or OF-288 (Equipment Use Invoice). Documentation of daily services will be provided as documentation to support the invoices. The Government will validate daily services, review, sign, and submit to the payment center.

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

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

D.22 -- RESERVED

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

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

Exhibit A – Definitions & Abbreviations

Exhibit B – Payment Office Information

Exhibit C – Harassment-Free Workplace Policy

Exhibit D – DOL Wage Determination

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

Exhibit F – Safety Standards

Exhibit G – Example of Emergency Equipment Shift Ticket, OF-297

ATTACHMENT 1

- Pricing Schedule
- Sample Real-Time Incident Waste and Recycling Log and Invoice Tool

SECTION E -- SOLICITATION PROVISIONS

E.1 -- INSTRUCTION TO OFFERORS.

52.212-1 -- Instructions to Offerors-Commercial Items (MAR 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are

consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section - Suite 8100 470 East L'Enfant Plaza, SW- Washington, DC 20407 - Telephone (202) 619-8925- Facsimile (202) 619-8978.

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

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

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

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

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

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

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

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

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

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

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

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

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

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

(4) A summary of rationale for award;

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

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

(End of Provision)

E.2 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

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

52.212-3 -- *Offeror Representations and Certifications—Commercial Products and Commercial Services* (Feb 2024)

Parent topic: [52.212 \[Reserved\]](#)

E.3 – INSTRUCTION FOR QUOTE SUBMISSION AND EVALUATIONS

Quotes must be submitted in accordance with the FAR 52.212-1, Instructions to Offerors – Commercial Items (SEPT 2023).

Further instructions are as follows:

All Quotes must be received by electronic mail by the Contracting Officer no later than 1700 Mountain Time on May 20, 2024.

Contracting Officer: Melissa Maestas – email: melissa.maestas@usda.gov

Quote submission shall include:

- 1) One completed and signed copy of the SF-1449, Solicitation/Contract/Order for Commercial Items
- 2) 2024 Pricing Schedule – **Attachment 1**
- 3) Past Performance Questionnaire– **Page 22**

Evaluation of offers will be in accordance with the criteria found in section B.3 – BASIS OF AWARD.

EXHIBIT A – DEFINITIONS AND ABBREVIATIONS

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

AGENCY – See “Government”

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

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

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

CVSA – Commercial Vehicle Safety Alliance CO – Contracting Officer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ICPI – Incident Contract Project Inspector ICS – Incident Command System

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

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

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

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

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

PROPERTY –

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

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

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

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

ROSS – Resource Ordering and Status System

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

WORK/REST – Refer to D.6.7

EXHIBIT B – PAYMENT OFFICE INFORMATION

FOREST SERVICE

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

1-877-372-7248

BUREAU OF LAND MANAGEMENT

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

1-877-480-9724

NATIONAL PARK SERVICE

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

703-487-9453

BUREAU OF INDIAN AFFAIRS

BIA/OCFO, Division of Accounting Operations
12201 Sunrise Vally Drive, MS-244
Reston, VA 20192

Payment Team Group Email:
ia_cfo_firepayments@bia.gov

FISH & WILDLIFE SERVICE

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

208-387-5536

EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D - DOL WAGE DETERMINATION

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p> <p>Daniel W. Simms Director Division of Wage Determinations</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p> <p>Wage Determination No.: 1995-0221 Revision No.: 63 Date Of Last Revision: 06/30/2023</p>
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

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

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

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

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

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

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

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

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

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

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		23.61
Continental U.S.		23.61

EXHIBIT D - DOL WAGE DETERMINATION

Hawaii and American Samoa	23.34
05000 - Automotive Service Occupations	
05190 - Motor Vehicle Mechanic	
Alaska	33.34
Hawaii and American Samoa	22.14
Midwestern Region	26.31
Northeast Region	24.69
Southern Region	23.01
Western Region	26.63
05220 - Motor Vehicle Mechanic Helper	
Alaska	24.12
Hawaii and American Samoa	17.04
Midwestern Region	17.05
Northeast Region	19.24
Southern Region	14.84***
Western Region	18.04
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	20.03
Hawaii and American Samoa	20.00
Midwestern Region	16.79
Northeast Region	19.04
Southern Region	13.70***
Western Region	20.90
07041 - Cook I	
Alaska	17.26
Hawaii and American Samoa	16.83
Midwestern Region	12.34***
Northeast Region	15.41***
Southern Region	11.74***
Western Region	14.06***
07042 - Cook II	
Alaska	19.88
Hawaii and American Samoa	18.80
Midwestern Region	13.91***
Northeast Region	17.35
Southern Region	13.24***
Western Region	15.87***
07070 - Dishwasher	
Alaska	14.78***
Hawaii and American Samoa	16.17***
Midwestern Region	9.98***
Northeast Region	10.71***
Southern Region	10.38***
Western Region	10.77***
07130 - Food Service Worker	
Alaska	15.08***
Hawaii and American Samoa	14.99***
Midwestern Region	11.78***
Northeast Region	14.12***
Southern Region	11.16***
Western Region	12.25***
07210 - Meat Cutter	
Alaska	24.58
Hawaii and American Samoa	23.86
Midwestern Region	20.71
Northeast Region	24.12
Southern Region	17.29

EXHIBIT D - DOL WAGE DETERMINATION

Western Region	22.62
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	28.82
Continental U.S.	20.99
Hawaii and American Samoa	23.61
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	27.68
Hawaii and American Samoa	21.56
Midwestern Region	19.90
Northeast Region	19.44
Southern Region	16.46
Western Region	21.28
21150 - Stock Clerk	
Alaska	17.87
Hawaii and American Samoa	14.10***
Midwestern Region	15.80***
Northeast Region	15.59***
Southern Region	15.14***
Western Region	16.01***
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	35.11
Continental U.S.	36.11
Hawaii and American Samoa	36.29
23022 - Aircraft Mechanic II	
Alaska	36.44
Continental U.S.	37.04
Hawaii and American Samoa	37.77
23023 - Aircraft Mechanic III	
Alaska	38.45
Continental U.S.	38.71
Hawaii and American Samoa	39.63
23040 - Aircraft Mechanic Helper	
Alaska	27.53
Continental U.S.	27.15
Hawaii and American Samoa	26.20
23060 - Aircraft Servicer	
Alaska	30.76
Continental U.S.	30.97
Hawaii and American Samoa	30.41
23160 - Electrician, Maintenance	
Alaska	39.62
Hawaii and American Samoa	34.15
Midwestern Region	29.75
Northeast Region	31.90
Southern Region	25.44
Western Region	30.39
23440 - Heavy Equipment Operator	
Alaska	32.42
Hawaii and American Samoa	23.06
Midwestern Region	26.31
Northeast Region	24.69
Southern Region	23.01
Western Region	26.62
23470 - Laborer	
Alaska	19.67

EXHIBIT D - DOL WAGE DETERMINATION

Hawaii and American Samoa	19.09
Midwestern Region	16.01***
Northeast Region	16.13***
Southern Region	13.03***
Western Region	15.12***
23530 - Machinery Maintenance Mechanic	
Alaska	36.99
Hawaii and American Samoa	36.50
Midwestern Region	22.81
Northeast Region	23.86
Southern Region	18.07
Western Region	22.63
2 580 - Maintenance Trades Helper	
Alaska	27.04
Hawaii and American Samoa	20.85
Midwestern Region	21.48
Northeast Region	20.05
Southern Region	18.06
Western Region	18.63
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	29.00
Hawaii and American Samoa	29.39
Midwestern Region	23.07
Northeast Region	30.07
Southern Region	19.67
Western Region	26.48
2 101 - Guard I	
Alaska	19.05
Hawaii and American Samoa	17.59
Midwestern Region	14.96***
Northeast Region	25.03
Southern Region	14.49***
Western Region	15.57***
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	29.00
Hawaii and American Samoa	27.58
Mid Western Region	25.77
Northeast Region	23.85
Southern Region	26.22
Western Region	24.50
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	27.19
Hawaii and American Samoa	17.66
Midwestern Region: 1 1/2 to 4 tons	22.41
Midwestern Region: over 4 tons	23.44
Midwestern Region: under 1 1/2 tons	16.78
Northeast Region: 1 1/2 to 4 tons	22.97
Northeast Region: over 4 tons	23.97
Northeast Region: under 1 1/2 tons	17.82
Southern Region: 1 1/2 to 4 tons	20.46
Southern Region: over 4 tons	21.25
Southern Region: under 1 1/2 tons	11.41***
Western Region: 1 1/2 to 4 tons	21.10
Western Region: over 4 tons	21.70
Western Region: under 1 1/2 tons	13.27***

EXHIBIT D - DOL WAGE DETERMINATION

31361 - Truckdriver, Light	
Alaska	25.46
Hawaii and American Samoa	13.95***
Midwestern Region	16.78
Northeast Region	17.82
Southern Region	11.41***
Western Region	13.27***
31362 - Truckdriver, Medium	
Alaska	27.56
Hawaii and American Samoa	17.64
Midwestern Region	22.41
Northeast Region	23.01
Southern Region	20.41
Western Region	21.10
31363 - Truckdriver, Heavy	
Alaska	29.13
Hawaii and American Samoa	19.26
Midwestern Region	23.44
Northeast Region	23.97
Southern Region	21.24
Western Region	22.49
31364 - Truckdriver, Tractor-Trailer	
Alaska	30.69
Hawaii and American Samoa	19.50
Midwestern Region	27.86
Northeast Region	24.14
Southern Region	22.30
Western Region	22.95
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	19.81
Hawaii and American Samoa	18.80
Midwestern Region	13.91***
Northeast Region	17.35
Southern Region	13.23***
Western Region	15.87***
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	24.61
Hawaii and American Samoa	25.28
Midwestern Region	22.15
Northeast Region	23.41
Southern Region	24.26
Western Region	22.32
(not set) - Quality Assurance Representative II	
Alaska	32.20
Hawaii and American Samoa	30.05
Midwestern Region	27.32
Northeast Region	29.06
Southern Region	25.66
Western Region	27.06
(not set) - Quality Assurance Representative III	
Alaska	34.26
Hawaii and American Samoa	32.72
Midwestern Region	32.18
Northeast Region	34.18
Southern Region	30.35

EXHIBIT D - DOL WAGE DETERMINATION

Western Region	32.45
(not set) - Chief Cook	
Alaska	26.31
Hawaii and American Samoa	31.54
Midwestern Region	23.19
Northeast Region	28.08
Southern Region	21.26
Western Region	25.84
(not set) - Environmental Protection Specialist	
Alaska	41.50
Hawaii and American Samoa	38.38
Midwestern Region	34.91
Northeast Region	41.88
Southern Region	35.55
Western Region	36.76
(not set) - Fire Safety Professional	
Alaska	41.48
Hawaii and American Samoa	38.42
Midwestern Region	34.91
Northeast Region	41.88
Southern Region	35.55
Western Region	36.76
(not set) - Aircraft Quality Control Inspector	
Alaska	36.72
Continental U.S.	37.76
Hawaii and American Samoa	37.97
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	14.54***
Hawaii and American Samoa	13.45***
Midwestern Region	12.42***
Northeast Region	14.18***
Southern Region	9.77***
Western Region	12.10***

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

EXHIBIT D - DOL WAGE DETERMINATION

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

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

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

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

HEALTH & WELFARE (Hawaii): \$2.15 per hour, up to 40 hours per week, or \$86.00 per week, or \$372.67 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.98 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.74 per hour, up to 40 hours per week, or \$69.60 per week, or \$301.60 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.57 per hour, up to 40 hours per week. *

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona

EXHIBIT D - DOL WAGE DETERMINATION

vide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

EXHIBIT D - DOL WAGE DETERMINATION

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

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

Chief Cook

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

Environmental Protection Specialist

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

Fire Safety Professional

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

Quality Assurance Representative I

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

Quality Assurance Representative II

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

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering

EXHIBIT D - DOL WAGE DETERMINATION

design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

EXHIBIT E – BLANKET PURCHASE AGREEMENT (BPA) PERFORMANCE EVALUATION

Before fully demobilizing from each incident, the vendor shall provide a blank copy of the Exhibit E performance evaluation (available at: https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd508744.pdf) to the Logistics Chief or appropriate logistics official. The vendor shall make every effort to obtain the completed form from the Logistics Chief or appropriate logistics official and include in the final, written Waste Diversion Report.

EXHIBIT E -- Incident Blanket Purchase Agreement (I-BPA) Performance Evaluation

Highlighted blocks are required to be completed.

Agreement Number:	Rating Period: From _____ to _____	
Contracting Office (Including Address):	Fire Name:	Resource Order Number:
Contractor Name:	Requirement Description (Equipment Type):	

Ratings

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

Quality of Product of Service (How did the contractor perform—document any noncompliance or performance issues)

N/A	0=Unsatisfactory	1=Marginal	2=Satisfactory	3=Very Good	4=Exceptional
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Government Comments for Quality of Product or Service (2000 characters maximum):

Timeliness of Performance (Schedule) (Did the contractor arrive when expected, demo, and perform the work in a timely manner)

N/A	0=Unsatisfactory	1=Marginal	2=Satisfactory	3=Very Good	4=Exceptional
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Government Comments for Timeliness of Performance (2000 characters maximum):

Business Relations (Did the contractor perform in a business-like manner, complete administrative requirements in a timely manner)

N/A	0=Unsatisfactory	1=Marginal	2=Satisfactory	3=Very Good	4=Exceptional
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Government Comments for Business Relations (2000 characters maximum):

Would you recommend ordering this contractor again? ___ Yes ___ No *(Check one)*

Government Comments on Customer satisfaction (2000 characters maximum): *(If no above, explain below)*

Exhibit E (cont.)

Contractor comments:

This rating has been discussed with me (Contractor signature):

Date: _____

Rated by (signature):

Date: _____

Admin Info (please print)

Project Officer/COTR (Individual completing the evaluation)

Name: **Kelly A. Jaramillo**

Phone: _____

Email address _____

Contractor Representative

Name: _____

Phone: _____

Email Address: _____

****EVALUATOR TO RETURN A COMPLETED EVALUATION FORM TO FINANCE SECTION****

Rating Guidelines

Quality of Product or Service, Timeliness of Performance, Business Relations

Unsatisfactory	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a/several serious problem(s) for which the contractor's corrective actions appear, or were, ineffective.</p> <p>NOTE: To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming, and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports or letters).</p>
Marginal	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a/some serious problem(s) for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>NOTE: To justify a Marginal rating, identify a significant event in each category that the contractor had trouble overcoming, and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool used to notify the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency reports or letters).</p>
Satisfactory	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains a/some minor problem(s) for which corrective action(s) taken by the contractor appear or were satisfactory.</p> <p>NOTE: To justify a Satisfactory rating, there should have been only a/some minor problem(s), or if there was/were major problem(s), the contractor recovered without impact to the contract. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that a contractor will not be assessed a rating lower than satisfactory, solely for not performing beyond the requirements of the contract.</p>
Very Good	<p>Performance meets contractual requirements and exceeds some requirements, to the Government's benefit. The contractual performance of the element of sub-element being assessed was accomplished with a/few minor problem(s) for which corrective action(s) taken by the contractor was/were highly effective.</p> <p>NOTE: To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been NO significant weaknesses identified.</p>
Exceptional	<p>Performance meets contractual requirements and exceeds many requirements, to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with a/few minor problem(s) for which corrective action(s) taken by the contractor was/were highly effective.</p> <p>NOTE: To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. There should have been NO significant weaknesses identified.</p>

Source: Rating guidelines are from the CPAR checklist (<http://www.cpars.csd.disa.mil/cparsfiles/pdfs/qualcheck08.pdf>)

EXHIBIT F – SAFETY STANDARDS

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

A. Heat Stress

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

B. Smoke and Carbon Monoxide

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

C. “Six Minutes for Safety” Training

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

D. Seat Belts

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

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

F. Fireline Leadership Communications Skills.

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

Specifically:

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

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

G. Incident Identification/ Qualification Card.

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

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

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

H. Physical Demands

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

Added for Engine and Tactical Water Tender personnel:

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

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

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

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

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

ATTACHMENT 1

NOTE: Excel spreadsheet sent separately via email and not attached.

	Page
Pricing Schedule	17
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Sample Real-Time Incident Waste and Recycling Log and Invoice Tool	18