

EMERGENCY EQUIPMENT RENTAL AGREEMENT

PAGE 1 OF 27

1. Procurement agency: a. name & address

USDA Forest Service

National Forest's in Florida

325 John Knox Rd

Tallahassee, FL 32303

b. Phone # 540-655-3059

c. Fax #

4. Contractor: a. name & address

Marion Fire and Rescue

2631 SE Third St.

Ocala, FL 34471

Attn: Robert Graff, Deputy Chief of Operations

b. DUNS # KHD3TN15Y333

c. Email address Robert.Graff@marionfl.org

d. Phone # (day) 352-291-8084

Phone # (night)

Cell phone # 352-816-0965

Fax #

2. Agreement # (must appear on all documents relating to this agreement): 1243N923K5012

3. Effective dates of agreement

a. beginning 5/17/23

b. ending

c. ☒ end of incident

5. Incident name Major Fire

Incident # FL-FNF-001465

6. Point of hire (location when hired if different than block 4):

Marion, FL

7. Ordering dispatch center Florida Interagency Coordination Center

8. The work rate is based on all operating supplies being furnished by:



Contractor (wet)



Government (dry)

9. Operator furnished by: ☒ Contractor ☐ Government

10. Item/resource description (include VIN, make, model, year, serial #, accessories or other identifying features):

(1)- TYPE 1 ALS 4X4 AMBULANCE

STAFFING: (1) PARAMEDIC AND (1) EMT

Vin # 1FDUF4HT9BEA48359 2011 FORD

Red Ford with White Lettering #401 F450

11. # of operators per shift

2

12. Hourly/daily/mileage/ shift basis (single/double) Rate Unit

\$175.00

hourly

13. Special Rate Unit

14. Guarantee


15. Special provisions:

a) General clauses to the EERA OF-294 are attached hereto and incorporated herein by reference.

Wage determination 1995-0221 rev 61 is incorporated into this agreement.

Shift hours: 0600 - 2000 per Chief Graff

16. Contractor's or authorized agent's signature



17. Date

5-17-23

18. Print name and title

Mounir Bouyoumes
County Administrator

19. Contracting officer's signature



20. Date



21. Print name and title

Kelvin Jackson

Contracting Officer

Phone # 540-655-3059 kelvin.jackson1@usda.gov

Original to payment center; copy in documentation box.

Optional Form-294 (REV 1/18)
USDA/USDI

DAILY USAGE RATE

1. Payment shall be made per the Standard method of hire: Daily rate for the Ambulance.
2. Vendor will be paid for travel to and from the point of hire designated on the EERA.

Payment will be made by incident hosting agency.

MISCELLANEOUS CHARGES AND CREDITS

1. Equipment Repair and Fuel. Any costs incurred by the Government in repairing the Contractor's equipment and/or providing Government furnished supplies/fuel to the Contractor shall be deducted from payments due to the Contractor on a daily basis unless payment is paid directly by the Contractor via a credit card.
2. Lost/Damaged Equipment Or Supplies. The Government shall not be liable for any loss, damage or destruction 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 security of Contractor's equipment is the responsibility of the Contractor.
3. Licenses, Fees and Permits. Contractors are responsible for all licenses, fees and permits needed to perform work under this contract.

MEDICAL PERSONNEL REQUIREMENTS

All contracted incident EMTs, AEMTs, & Paramedics are required to carry proof of current state license with them at all times. Each EMT, AEMT, and Paramedic must carry a written copy of their home EMS units off-line medical control documentation (standing orders and protocols) under which they operate under their own medical direction.

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

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

NON-CONSUMABLE/CONSUMABLE MEDICAL SUPPLIES

Contractor agrees to furnish an inventory of non-consumable equipment and supplies, which may include, heart monitoring, heart defibrillator, oxygen, and intravenous fluid administration capabilities, and an inventory of Consumable Medical Supplies to the Medical Unit Leader or their designee upon arrival at an incident. Agency may choose to purchase additional consumable supplies that are not listed and require the medical unit to dispense these items as necessary.

While at the incident the contractor will keep a daily log of medical supplies used for reimbursement purposes at the end of incident. All replacement items must be verified in writing by the Medical Unit Leader (MEDL) or their designee and co-signed by the Finance Section Chief or Agency Representative. Contractor shall submit a claim with supporting documentation TO THE INCIDENT HOST AGENCY PROCUREMENT AUTHORITY in order to receive reimbursement for supplies used on the incident. Claim settlement quantities will be based on beginning inventory submitted to the MEDL or designee upon arrival to the incident, and claim payments will be based on current market prices for the inventory used on this incident. Only items approved by the MEDL

will be considered for claim purpose; items not on the original inventory list will not be accepted for claim purpose.

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

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

MINIMUM AMBULANCE REQUIREMENTS

Minimum equipment stocking levels must meet the standards for the contractors licensing level and operational declaration within their state.

BLS WILDLAND FIRE AMBULANCE EQUIPMENT LIST (Staffed with minimum of two EMTs)

ITEM - Quantity

- OPAs - Various Sizes
- NPAs - Various Sizes
- Portable Suction
- Fixed Suction and Tubing
- Tonsillar Suction Tip (Yankauer)
- BP Cuffs
- Stethoscope
- Thermometer
- Pulse Oximetry Device
- AED with Pads and supplies
- Cervical Collars
- Head Immobilization Device
- Long Spinal Immobilization Device and/or Scoop Stretcher
- Spider Straps
- Short Spinal Immobilization Device
- Splints - Extremity
- Traction Splint
- Disinfectant/cleaning Supplies
- Emesis Basin/Bag
- Antiseptic Wipes
- Bedpan/Urinal
- Biohazard Bags
- Trash Bags
- Hot/Cold Packs
- Trauma Shears
- Medication Formulary
- Blanket
- Pillow

- Sheets
- Mobile or Handheld Radio (Radio must be able to communicate with StateComm F1 or F2)
- Patient Restraining Capabilities
- Ring Cutter
- Oral Glucose
- Gurney (ambulance)
- Nasal Cannula
- Non-Rebreather Masks
- Bag Valve Mask Resuscitators
- Oxygen Flow Meter
- Fixed Oxygen Supply
- Portable Oxygen Supply w/ Regulator
- Emergency Response Guidebook
- Flashlight
- Traffic Warning Devices
- Exam Gloves
- Eye Protection
- Safety Vests
- 4x4 Sterile Dressing
- Large Sterile Dressings (typically range from 5x9 to 10x30)
- Sterile Burn Sheets
- Kerlix or Kling
- Occlusive Dressings or Chest Seal Devices
- Saline for Irrigation
- Tape
- Tourniquet
- Patient Care Protocols
- Patient Care Charts/Forms

ALS WILDLAND FIRE AMBULANCE LIST (Staffed with Paramedic and EMT)

ITEM - Quantity

- Advanced Airway devices not intended for tracheal insertion - Various Sizes
- ET Tubes - Various Sizes
- Laryngoscope blades - Adult Sized Blades
- Laryngoscope handle (w/ extra batteries)
- Stylettes
- Syringe Various Sizes
- Tube Holder
- Lubricating Jelly (water-soluble)
- Magill Forceps
- Needle Chest Decompression Equipment
- Needle Percutaneous Cricothyrotomy Kit
- Nasogastric Tube
- OPAs - Various Sizes
- NPAs - Various Sizes
- Portable Suction
- Fixed Suction and tubing

- Flexible Suction Catheters - Various Sizes
- Tonsillar Suction Tip (Yankauer)
- BP Cuffs
- Stethoscope
- Thermometer
- Monitor/Defibrillator – Manual
- Defibrillator Pads - Multi-Function
- Monitoring Patches
- Glucometer Kit
- Pulse Oximetry Device
- End Tidal CO2 Detection Capability - Colorimetric or Quantitative
- Cervical Collars
- Head Immobilization Device
- Long Spinal Immobilization Device and/or Scoop Stretcher
- Spider Straps
- Short Spinal Immobilization Device
- Splints - Extremity
- Traction Splint
- Disinfectant/cleaning Supplies
- Emesis Basin/Bag
- Antiseptic Wipes
- Antimicrobial Hand Wash
- Bedpan/Urinal
- Biohazard Bags
- Trash Bags
- Sharps Containers: Fixed
- Sharps Containers: Portable
- Hot/Cold Packs
- Trauma Shears
- Medication Formulary
- Blanket
- Pillow
- Sheets
- Mobile or Handheld Radio (Radio must be able to communicate with StateComm F1 or F2)
- Patient Restraining Capabilities
- Ring Cutter
- IV Fluids - Minimum 2 liters/pt capability
- Needles - Various Sizes
- Oral Glucose
- Gurney (ambulance)
- Nasal Cannula
- Non-Rebreather Masks
- Bag Valve Mask Resuscitators
- Oxygen Flow Meter
- Fixed Oxygen Supply
- Portable Oxygen Supply w/ Regulator
- Flashlight

- Exam Gloves
- Eye Protection
- Safety Vests
- IO Needles or Device - Various Sizes
- IV Tubing Admin Sets (Micro and Macro) - At least 2 of Each
- IV Catheters - At least 2 pf Each Size 14-24g
- Pressure Bag
- Syringes - Various Sizes
- Venous Tourniquet
- 4x4 Sterile Dressing
- Large Sterile Dressings (typically range from 5x9 to 10x30)
- Sterile Burn Sheets
- Kerlix or Kling
- Occlusive Dressings or Chest Seal Devices
- Saline for Irrigation
- Tape
- Tourniquet
- CPAP
- Oral Gastric Tubes - Various Sizes
- Nebulizer
- Intranasal Atomizer
- Morgan Lens
- Patient Care Protocols
- Patient Care Charts/Forms

All ambulances shall be equipped with the following:

1. A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
2. Approved spark arrester on all naturally aspirated engines
3. Seat belts
4. Travel alarm or backup alarm rated at 87db or greater
5. Flashlight
6. Water, 1 gal drinking
7. Ambulances shall have the company's name on each side of the vehicle.
8. As required in part 390 of FMCSA, every vehicle with a GVWR greater than 10,000 lbs. shall be marked on both sides of the vehicle with the following:
 - a. The motor carriers name or trade name
 - b. The motor carriers identification number preceded by US DOT

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294 (04/2022)

CLAUSE 1: GENERAL REQUIREMENTS

Upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. 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. The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

CLAUSE 2: SCOPE

The intent of this Agreement is to obtain resources for use during a specific local host agency incident. The Contractor is responsible for all equipment, materials, supplies, transportation, personnel necessary to meet or exceed the Agreement specifications. The resources may be used in the protection of lands, to include but not be limited to, fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative.

CLAUSE 3: AGREEMENT PERIOD

Effective Date as annotated on OF-294 until demobilized by the Incident Management Team (IMT). Agreement is for duration of assigned incident only and is non-transferrable.

Per the NWCG Standard for Interagency Incident Business Management (SIIBM), an administrative change (FAR 43.101) is defined as a contract change that does not affect the substantive rights of the parties (e.g. a change in the payment office, incident #, financial code, etc.). For the purpose of administration, an incident may include a resource utilized for complexes, mergers, splits, or lend lease for one unit or Incident Management Team (IMT) managing multiple incidents. In these circumstances, the resource may continue performance under the original EERA. If the resource is needed on an incident outside the responsible area of the incident management team, a new EERA shall be written.

CLAUSE 4: PRICING

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 shall also be included unless identified separately in the schedule of items. Rate negotiations will follow the prevailing incident agency practices.

CLAUSE 5: RESERVED

CLAUSE 6: TIMEKEEPING

Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 7: CHANGES

Changes to Emergency Equipment Rental Agreements (EERAs), OF294 may only be made by the original signing procurement official or his/her authorized representative as defined in the SIIBM.

CLAUSE 8: ORDERING PROCEDURES

Information provided to the Contractor at time of order:

- (1) Resource Order Number.
- (2) Incident Order Number and Name of Incident. Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

(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

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 Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) from point of dispatch.

8.1 DEMOBILIZATION:

The Incident Commander will determine the priority of demobilization.

8.2 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 Payment Provisions.

CLAUSE 9: ADMINISTRATIVE REQUIREMENTS

9.1 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.

9.2 HARRASSMENT 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.eeoc.gov.

9.3 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

9.4 PERSONNEL REQUIREMENTS:

All Contractor personnel shall comply with Safety Standards.

- 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.
- 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.

9.5 CONDITION OF EQUIPMENT:

All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to conduct inspections at any time and reject equipment that is not in safe and operable condition. No payment will be made for time that the equipment was not available prior to incident use or anytime the resource is under hire.

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, return to the point of hire, or for the time that the resource was not available.

9.6 WORKMANSHIP:

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 suppression of wildland fire and other emergency incident responses. 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. 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 any workplace violations or negative performance will be provided to the Contracting Officer (CO) for follow up action. Accordingly, the CO 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 cancellation of this Agreement.

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 shall provide such transportation at their expense. 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.

9.7 WORK REST & LENGTH OF ASSIGNMENT:

Contractors shall comply with the 2:1 work/rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period) as outlined in the NWCG Standards for Interagency Incident Business Management (Work/Rest Guidelines). When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander. 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.

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

9.8 EMERGENCY INCIDENT DRIVING:

The Contractor shall follow the driving regulations and work/rest guidelines listed in the NWCG Standards for Interagency Incident Business Management (SIIBM). The Contractor is responsible for complying with all other current Federal, State and Local driving regulations. No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty-day (operational period). 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. A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour

requirement is allowed when essential to:

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

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.

CLAUSE 10: GOVERNMENT FURNISHED SUPPLIES & SERVICES

10.1 LAUNDRY SERVICE:

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

10.2 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 Remain Overnight Allowance (RON)).

10.3 COMMISSARY:

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

10.4 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 Life flight). Commercial transport costs will be the responsibility of the Contractor.

10.5 REMAIN OVERNIGHT ALLOWANCE (RON):

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

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 where practicable with consideration of personnel gender configurations. 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.

- 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.
- If the resource is allowed to return to its home unit location during off-shift time, RON allowance is not authorized.
- The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the invoice.

10.6 FOOD & DRINK:

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.

- After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.
- The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

10.7 FUEL:

If procuring fuel at the incident site, the contractor shall do so with a major credit card (Visa or MasterCard). If the fuel vendor is unable to receive credit card payment the cost may be deducted from payment to the contractor.

10.8 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 determined by the Government and will be deducted from payment to the contractor.

CLAUSE 11: CONTRACTOR FURNISHED EQUIPMENT, SUPPLIES, AND PERSONNEL

Equipment specific requirements, if applicable, will be attached and are considered incorporated in this agreement.

11.1 OPERATING SUPPLIES:

Operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (wet), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

11.2.4 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.

11.3 VEHICLE LICENSING REQUIREMENTS:

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

11.4 TRANSPORTATION VEHICLES:

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

11.5 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. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment.

11.6 TRAVEL TIME:

The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time. Delay due to weather, traffic, road construction, and mechanical failure is not compensable for any travel time exceeding the estimate from the Travel Time Formula.

CLAUSE 12: PAYMENTS

The host agency for each incident is responsible for payments.

12.1 TIME UNDER HIRE:

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 12.4 EXCEPTIONS.

12.2 RATES OF PAYMENTS:

Payment will be at rates specified and shall be in accordance with the following:

- 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.

- The vendor will be paid for travel to and from the incident from the Point of Hire City and State designated on the OF-294. Vendor must meet date and time needed. Failure to meet the date/time needed may result in a negative performance evaluation.
- Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in the EXCEPTIONS portion of this document, shall be in accordance with the following:

- **Work Rates** (column 12) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
- **Special Rates** (column 13) shall apply when specified.
- **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 14.
- If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 14.
- The guarantee is not applicable to equipment hired under the Daily rate.
- If equipment is transported under its own power, it is compensated under the Daily rate.
- **Daily Rate** (column 12) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.
 - Shift Basis (Portion of calendar day)
 - Single Shift - (SS) is staffed with one operator or one crew
 - Double Shift - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
 - Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.
- **Personnel-** if the number of personnel in block 11 is not staffed with the number of operators specified the government may reduce the daily rate by \$300 per day.
- **Transport- ONE OPERATOR FOR BOTH TRANSPORT AND HEAVY EQUIPMENT.** Same Resource Order Number as Heavy Equipment Minimum guarantee for transports is reduced to 65%; the mileage rate is not reduced. For time under hire for 8 hours or more, the government will pay 65% of the minimum daily guarantee or mileage rate, whichever is greater. If a resource is under hire for less than 8 hours on the first or last day, the amount paid for that day will be 32.5% of the minimum daily guarantee or mileage rate, whichever is greater.

12.3 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 (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee (if applicable) earned, whichever is the greater amount.

12.4 EXCEPTIONS:

- No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational.
- 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.
- 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 within 24 hours, may be considered

as being withdrawn by the Contractor in accordance with above guidance with the exception that the Government shall pay return travel. The Government shall calculate travel 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.

- No payment will accrue when the contractor is off shift in compliance with the mandatory Work/Rest and Length of Assignment provisions.

12.5 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.

CLAUSE 13: INVOICING PROCESS

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

- For operated equipment after each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297) or on a contractor's commercial invoice. Commercial invoices are acceptable as long as they are designed to capture all of the elements that appear on an Emergency Equipment Shift Ticket (OF-29). The Government and the Contractor representatives will sign the OF-297 or commercial invoice, verifying the hours worked daily. Each operator's name shall be listed on the shift ticket.
- The incident will submit a payment package including original invoices (OF-286 or commercial invoice), a copy of resource order (if required for payment), supporting documentation per the Standards for Interagency Incident Business Management (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. See Payment Office Information for invoice payment contact information.

CLAUSE 14: ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

The Government considers operators as fire line personnel who will use and wear specified articles of personal protective equipment. The following mandatory items (fire line personnel only) may be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (Either Nomex or chrome tanned leather; (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp;
3. Other items may be issued by the Government.
4. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.
5. 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.

CLAUSE 15: LOSS, DAMAGE, OR DESTRUCTION

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

For equipment furnished under this EERA with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from

the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment. See Below.

For all equipment, both operated and without operator, equipment liability resides with the vendor for loss, damage, or destruction, including acts of god, for time prior to acceptance at incident and upon release from incident.

CLAUSE 16: RESERVE

CLAUSE 17: 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.

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

PAYMENT OFFICE INFORMATION

FOREST SERVICE

Albuquerque Service Center – B&F Incident Finance
5141 Masthead NE, Albuquerque, NM 87109
1-877-372-7248

BUREAU OF LAND MANAGEMENT

National Operations Center PO Box 25047, Bldg. 50
Denver Federal Center Denver, CO 80225-0047
Mail Stop OC-622 1-877-480-9724

NATIONAL PARK SERVICE

National Park Service	NPS FedEx Address:
Accounting Operations Center (AOC)	National Park Service
PO Box 100000	13461 Sunrise Valley Drive
Herndon, VA 20171	Herndon, VA 20171
703-487-9453	

BUREAU OF INDIAN AFFAIRS

Bureau of Indian Affairs Reston Financial Services Attn: EERA Payments
12220 Sunrise Valley Drive Reston, VA 20191
703-390-6446 (primary), 703-390-6336 (secondary)

FISH & WILDLIFE SERVICE

NIFC – US Fish and Wildlife Service Branch of Fire Management
3833 S. Development Avenue Boise, ID 83705
208-387-5536

(End of General Clauses)

Federal Acquisition & Regulation Clauses, Terms & Conditions

FAR 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): <http://www.acquisition.gov/>

- 52.212-4 – Contract Terms and Conditions – Commercial Products & Commercial Services (NOV 2021)**
- 52.204-19 – Incorporation by Reference of Representations (DEC 2014)**
- 52.232-11 – Extras (APR 1984)**
- 52.232-39 – Unenforceability of Unauthorized Obligations (JUN 2013)**
- 52.232-40 – Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)**
- 52.233-3 – Protest after Award (AUG 1996)**
- 52.233-4 – Applicable Law for Breach of Contract Claim (OCT 2004)**
- 52.245-1 – Government Property (SEP 2021)**

*Clauses included in full text***52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (MAY 2022)**

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

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

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

[Contracting Officer check as appropriate.]

- ☐ (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. 2402).
- ☐ (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 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved].
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved].

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-6.

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

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Sep 2021) of 52.219-9.

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

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☐ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).

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

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).

☐ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (Mar 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).

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

☐ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

☒ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☐ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☐ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 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 FAR 22.1803.)
- ☐ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Jun2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ☐ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☒ (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
- ☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C.chapter83, 19 U.S.C. 3301 note,

19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (Jan 2021) of 52.225-3.

☐ (iii) Alternate II (Jan 2021) of 52.225-3.

☐ (iv) Alternate III (Jan 2021) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

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

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

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

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

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

☐ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

☐ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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:

[Contracting Officer check as appropriate.]

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

☒ (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).

☐ (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).

 X (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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

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

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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.

(End of Clauses)

<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.: 61 Date Of Last Revision: 04/12/2023</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.

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

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

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

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

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

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

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

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

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

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE

FOOTNOTE

RATE

01000 - Administrative Support And Clerical Occupations

01613 - Word Processor III

Alaska	23.61
Continental U.S.	23.61
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
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
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
23580 - 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	14.97***
Hawaii and American Samoa	12.21***
Midwestern Region	9.77***
Northeast Region	10.30***
Southern Region	9.77***
Western Region	10.30***
27101 - 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***
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
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: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

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.

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

Aircraft Quality Control Inspector

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

Chief Cook

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

Environmental Protection Specialist

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

Fire Safety Professional

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

Quality Assurance Representative I

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

Quality Assurance Representative II

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

Quality Assurance Representative III

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

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

RESOURCE ORDER	Initial Date/Time	2. Incident / Project Name				3. Incident / Project	Financial Codes
EQUIPMENT	04-27-2023 1415 EST	Major				FL-FNF-001465	P8 P7ZA (0805) [P] PF.FSP7ZAD23.00.1
5. Descriptive Location ICP First Christian Church 3010 NE 14th Street Ocala, FL		6. TWN	RNG	SEC	Base MDM	4. Office Reference Number	9. Jurisdiction / Agency
						001465	National Forests in Florida
		LAT. 29° 13' 46" N				8. Incident Base / Phone Number Main Incoming (850) 523-8600 ffic@firenet.gov	10. Ordering Office Florida Interagency Coordination Center
LONG. 81° 41' 20" W							
11. Aircraft Information							
Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
E-27	2023-05-14 1521 EDT	Donna Reagan 479-675-6155	FL-FIC	1	Ambulance, Type 1	2023-05-15 0700 EDT	ICP	FL-FIC	FL-FLSC	Invalid date		Pending					
Travel Mode		Financial Code P8 P7ZA (0805)		Named Request		Special Needs 4x4 Ambulance from Marion Co Fire and Rescue. This unit will need to be staffed with a paramedic and EMT. Order will need local EERA established. Contact has been made with Division Chief Joshua Alvarez # 352-292-2164. Shifts will be 0700 til 2000 Daily.					Navigation/Reporting Instructions Incident Jetport(s): MCO* ICP First Christian Church 3010 NE 14th Street Ocala, FL ICP First Christian Church 3010 NE 14th Street Ocala, FL						

13. User Documentation		
Req. No.	Documentation	Entered By
E-27	[AUTO] Request was placed down from Florida Interagency Coordination Center to Florida Forest Service Dispatch	thoisington 2023-05-15 1454 EDT